

<b>SOLICITATION, OFFER AND AWARD</b>			<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA4	<b>Page</b> 1 <b>of</b> 54
<b>2. Contract No.</b>		<b>3. Solicitation No.</b> DAAE07-99-R-L016		<b>4. Type of Solicitation</b> Negotiated (RFP)	<b>5. Date Issued</b>	<b>6. Requisition/Purchase No.</b> SEE SCHEDULE
<b>7. Issued By</b> TACOM AMSTA-CM-CLGB WARREN, MICHIGAN 48397-5000			<b>Code</b> W56HZV	<b>8. Address Offer To (If Other Than Item 7)</b> RETURN TO BUYER IN BLOCKS 7A AND 7B		

**SOLICITATION**

NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

**9. Sealed offers in original and** 1 Signed **copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in** RETURN TO BUYER IN BLKS 7A AND 7B **until** 12:00pm **(hour) local time** 1999SEP23 **(Date).**

**Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.**

<b>10. For Information Call:</b>	<b>Name</b> AL TRACIAK <b>E-mail address:</b> TRACIAKA@TACOM.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> (810) 574-7869
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**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

**12. In compliance with the above, the undersigned agrees, if this offer is accepted within** \_\_\_\_\_ **calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.**

**13. Discount For Prompt Payment**  
(See Section I, Clause No. 52.232-8)

<b>14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:</b>	<b>Amendment Number</b>	<b>Date</b>	<b>Amendment Number</b>	<b>Date</b>

<b>15A. Contractor/Offeror/Quoter</b>	<b>Code</b>	<b>Facility</b>	<b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b>
<b>15B. Telephone Number (Include Area Code)</b>	<b>15C. Check if Remittance Address is</b> <input type="checkbox"/> <b>Different From Blk 15A- Furnish Such Address In Offer</b>	<b>17. Signature</b>	<b>18. Offer Date</b>

**AWARD (To be completed by Government)**

<b>19. Accepted As To Items Numbered</b>	<b>20. Amount</b>	<b>21. Accounting And Appropriation</b>	
<b>22. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )		<b>23. Submit Invoices To Address Shown In</b> (4 copies unless otherwise specified)	<b>Item</b>
<b>24. Administered By (If other than Item 7)</b>	<b>Code</b>	<b>25. Payment Will Be Made By</b>	
SCD	PAS	ADP PT	
<b>26. Name of Contracting Officer (Type or Print)</b>		<b>27. United States Of America</b>  (Signature of Contracting Officer)	<b>28. Award Date</b>

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

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**Name of Offeror or Contractor:**

SECTION A - SUPPLEMENTAL INFORMATION

Regulatory Cite	Title	Date
A-1	TACOM EXECUTIVE SUMMARY - COST-TYPE SOLICITATION - ALTERNATE I	MAR/1998
(a) <u>Background and Description of Acquisition:</u>		
<p>Acquisition Professional (AcqPro) is a Program Management software tool that provides the capability to automate and standardize the acquisition processes associated with any size project. TASC Incorporated is the developer of the software program named AcqPro, and is the owner of the source code for this software program. The U.S. Army Tank-Automotive and Armaments Command (TACOM) intends to award a Corporate Contract for AcqPro proprietary software continued development, maintenance, installation, training, and support, for use at TACOM and other Federal Agencies. This software is considered an Integrated Data Environment solution for the preparation of Acquisition related documents.</p>		
(b) <u>NOTICE REGARDING FILL-INS:</u>		
<p>Please note that this solicitation contains several clauses and provisions which require you to complete a fill-in or representation. If you don't complete these fill-ins, your offer may be determined ineligible for award. So please be careful to read and complete each such clause and provision.</p>		
<u>NOTICE REGARDING CAGE CODE:</u>		
<p>DFARS provision 252.204-7001 requires you to include your Commercial and Government Entity (CAGE) code in Block 15A on page one (1) of this solicitation, along with your name and address. If it will not fit in the space provided in block 15A please insert it here: _____.</p>		
(c) <u>Other Key Features or Requirements of This Solicitation:</u>		
(1) <u>Required Copies in Response to This Solicitation:</u>		
<p>To be considered for award, you must return one signed original of your offer, completed and properly executed, by the time and date shown in Block 9 of the Standard Form 33 (SF33).</p>		
(2) <u>Notice Regarding Handcarried Offers:</u>		
<p>Submit your handcarried proposal directly to the buying office at the following address:</p> <p>U.S. Army Tank-automotive and Armaments Command AMSTA-CM-CLGB Attn: Allen Traciak Bldg: 231 Warren, MI 48397-5000</p>		
(3) <u>Notice of 9-Digit ZIP Code:</u>		
<p>Please note that the TACOM Bid Opening Office has been assigned a special 9-digit ZIP code of 48397-0001. This 9-digit ZIP code applies <u>only</u> for correspondence and bids/offers addressed to Bid Opening (Block 8 of SF33). Correspondence addressed to any other office at TACOM should cite TACOM's regular 9-digit ZIP code of 48397-5000.</p>		
(4) <u>Required Notification to Subcontractors:</u>		
<p>If awarded the contract, you should advise all potential suppliers and subcontractors of the DO/DX Rating assigned to orders resulting from your subcontracts. The Rating can be found next to Block 1 on the first line of the SF33.</p>		
(5) <u>Acknowledgment of Amendments:</u>		
<p>Please acknowledge any amendments to this solicitation in the space provided in Block 14 of the SF33. Include the number and date of each amendment. Acknowledgment of all amendments received is important because failure to do so may make your offer ineligible for award.</p>		
(6) <u>Question/Problem Resolution:</u>		
<p>Questions regarding this solicitation should be directed to the buyer identified in Block 10 of the SF33.</p>		
(d) <u>Inconsistencies Between the Executive Summary and the Solicitation:</u>		

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This executive summary has been prepared as an aid to you, the potential offeror. We have made every attempt to accurately reflect the requirements and information contained in the balance of this solicitation. However, if you find any inconsistency between this executive summary and the solicitation, please contact the buyer identified in Block 10 of the SF33.  
(End)

A-2                    52.204-4006                    TACOM'S ACQUISITION CENTER HOME PAGE ON THE WORLD-WIDE WEB                    APR/1999  
(TACOM)

- (a) We have replaced the TACOM Electronic Bulletin Board (EBB) with a World-Wide Web Home Page. Most of the information you formerly could find on the EBB now appears on our home page, and we've added items that were not available on-line before now. You'll find that the Acquisition Center Home Page is much easier to use than the EBB. The home page, which is accessible using any commercial web-browser, appears at this [http: www.tacom.army.mil/acqcen/](http://www.tacom.army.mil/acqcen/)
- (b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial Web Sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software-developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.
- (c) The following solicitation information and open actions are available on our home page:
- Competitive Solicitations for Spare and Repair Parts
  - Sole Source/Restricted Buys (Subcontracting Opportunities)
  - Base Operations Procurement Information
  - Information Technology and Services Acquisitions, and
  - Commercial Vehicle Solicitations.
- In addition, you'll also find:
- current TACOM Master Solicitations, to include a master solicitation for simplified acquisitions,
  - Draft Solicitations
  - Market Surveys/Sources Sought Notices
  - Broad Agency Announcements
  - TACOM Acquisition Center Points of Contact
  - Proposal Submission Guidelines
  - Searchable Database for Procurement History
  - Central Contractor Registration (CCR) Information
  - Environmental Information
  - Acquisition Reform information
  - Link to CBDNet, and
  - a Listing of Procurement References and Other Government Links.
- (d) All solicitations are now available on the TACOM web page and are no longer available in hard copy. The TDPs, and other documents, when available electronically, will be an attachment to the solicitation package on the web. Documents not available on the web will be identified in the solicitation package and shall be available from the TACOM Bid Lobby. Instructions for requesting this information shall be available on the Acquisition Center home page. Please see [Proposal Submission Guidelines](#) on the home page for more information.
- (e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (810) 574-7059, or send an E-Mail message to:  
[acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil)

If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item.

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A-3                    252.204-7006                    EXECUTIVE SUMMARY--REQUIRED USE OF ELECTRONIC COMMERCE                    JUL/1999  
(TACOM)

020b06040202020204                    This solicitation contains a Section H and a Section L provision concerning TACOM's use of Electronic Commerce, which includes Electronic Data Interchange (EDI) and the Worldwide Web (WWW), in issuing awards, contract modifications and delivery orders. The selected offeror is required to register with DoD Central Contractor Registration (CCR) and will receive an electronic Notice of Award/Modification via e-mail. All awards, modifications, and delivery orders are posted on the TACOM Business Opportunities Webpages. The contractor will have the option of downloading the award from the WWW or receiving it through EDI.

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A-452.215-4854PAPERLESS ELECTRONIC RESPONSES REQUIRED IN RESPONSE TO THIS SOLICITATION/REQUESTAPR/1999

TACOM DOES NOT ACCEPT PAPER RESPONSES/OFFERS ANY LONGER. WE WILL NOT ACCEPT PAPER OFFERS IN RESPONSE TO THIS SOLICITATION/REQUEST. YOU ARE REQUIRED TO SUBMIT YOUR OFFER, BID, OR QUOTE VIA PAPERLESS ELECTRONIC MEDIA. SEE THE PROVISION ENTITLED "ELECTRONIC OFFERS (OR 'QUOTES' OR 'BIDS') REQUIRED IN RESPONSE TO THIS SOLICITATION (OR 'REQUEST FOR QUOTATIONS')" FOR MORE SPECIFIC INFORMATION.

[End of provision]

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS  Contractor shall furnish all the supplies and services to accomplish the task specified in Section C "Scope of Work".  (End of narrative A001)			Est. Cost: Fixed Fee: Total Cost:	
0001	<u>Supplies or Services and Prices/Costs</u>				
0001AA	<u>SERVICES LINE ITEM</u>  NOUN: ACQPRO ENHANCEMENT & MAINT SECURITY CLASS: Unclassified  <u>Inspection and Acceptance</u> INSPECTION: DestinationACCEPTANCE: Destination  <u>Deliveries or Performance</u>			\$_____	\$_____
0002	<u>Supplies or Services and Prices/Costs</u>  <u>DATA ITEM</u>  SECURITY CLASS: Unclassified  Technical Data as set forth in Contract Data Requirements List (DD Form 1423) hereinafter referred to as Exhibit A.  (End of narrative B001)			Not Separately Priced	

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**B.1            OPTION I ESTIMATED COST, FIXED FEE AND PAYMENT**

B.1.1            In accordance with paragraph H.1.1, the Government shall have the option to increase the level of effort up to 32,000 hours of effort. If exercised, the applicable CLINs shall be awarded on a cost plus fixed fee basis at the following hourly rates: Estimated Cost: \$            , Fixed Fee \$            , and Total Cost: \$            .

B.1.2            The estimated cost to the Government for performance of work under the Contract is set forth in Section B. In consideration of performance of the work specified, the Government will pay the Contractor the Estimated Cost amount shown opposite each CLIN awarded under this option. The amount shown shall constitute the estimated cost for purpose of the Contract Clause entitled Limitation of Cost, FAR 52.232-20 (APR 1984), but neither the Government nor the Contractor guarantee the accuracy of said estimate.

B.1.3            The Contractor will be paid the fixed fee stated in Section B opposite each applicable CLIN for the performance of work under the Contract and in accordance with the terms of the Contract Clause entitled Fixed Fee, FAR 52.216-8 (MAR 1997). The fixed fee together with the reimbursement of cost shall constitute full and complete consideration for the Contractor's service in connection with the work performed under this Contract.

B.1.4            The estimated cost and fixed fee are based upon the Contractor furnishing a specific level of effort during the period set forth in Sections B and F. To support payment for work performed under this Contract, the Contractor shall state on each voucher submitted the level of effort expended and shall certify that the level of effort has been expended in the accomplishment of work called for by the Contract. Expenditure of labor hours in excess of this amount is not authorized.

B.1.5            Allowable cost shall be determined and payment thereof shall be provided in accordance with the Contract Clause entitled Allowable Cost and Payment, FAR 52.216-7 (APR 1998), under this contract.

**B.2            OPTION II ESTIMATED COST, FIXED FEE AND PAYMENT**

B.2.1            In accordance with paragraph H.1.2, the Government shall have the option to increase the level of effort up to an additional 32,000 hours of effort. If exercised, the applicabvle CLINs shall be awarded on a cost plus fixed fee basis at the following hourly rates: Estimated Cost: \$            , Fixed Fee: \$            , and Total Cost: \$            .

B.2.2            The estimated cost to the Government for performance of work under the Contract is set forth in Section B. In consideration of performance of the work specified, the Government will pay the Contractor the Estimated Cost amount shown opposite each CLIN awarded under this option. The amount shown shall constitute the estimated cost for purpose of the Contract Clause entitled Limitation of Cost, FAR 52.232-20 (APR 1984), but neither the Government nor the Contractor guarantee the accuracy of said estimate.

B.2.3            The Contractor will be paid the fixed fee stated in Section B opposite each applicable CLIN for the performance of work under the Contract and in accordance with the terms of the Contract clause entitled Fixed Fee, FAR 52.216-8 (MAR 1997). The fixed fee together with the reimbursement of cost shall constitute full and complete consideration for the Contractor's service in connection with the work performed under this Contract.

B.2.4            The estimated cost and fixed fee are based upon the Contractor furnishing a specific level of effort during the period set forth in Sections B and F. To support payment for work performed under this Contract, the Contractor shall state on each voucher submitted the level of effort expended and shall certify that the level of effort has been expended in the accomplishment of work called for by the Contract. Expenditure of labor hours in excess of this amount is not authorized.

B.2.5            Allowable cost shall be determined and payment thereof shall be provided in accordance with the Contract Clause entitled Allowable Cost and Payment, FAR 52.216-7 (APR 1998), under this contract.

**B.3            OPTION III ESTIMATED COST, FIXED FEE AND PAYMENT**

B.3.1            In accordance with paragraph H.1.3, the Government shall have the option to increase the level of effort up to an additional 32,000 hours of effort. If exercised, the applicable CLINs shall be awarded on a cost plus fixed fee basis at the following hourly rates: Estimated Cost: \$            , Fixed Fee: \$            , and Total Cost: \$            .

B.3.2            The estimated cost to the Government for performance of work under the Contract is set forth in Section B. In consideration of performance of the work specified, the Government will pay the Contractor the Estimated Cost amount shown opossite each CLIN awarded under this option. The amount shown shall constitute the estimated cost for purpose of the Contract Clause entitled Limitation of Cost, FAR 52.232-20 (APR 1984), but neither the Government nor the Contractor guarantee the accuracy of said estimate.

B.3.3            The Contractor will be paid the fixed fee stated in Section B opposite each applicable CLIN for the performance of work under the Contract and in accordance with the terms of the Contract Clause entitled Fixed Fee, FAR52.216-8 (MAR 1997). The

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fixed fee together with the reimbursement of cost shall constitute full and complete consideration for the Contractor's service in connection with the work performed under this Contract.

B.3.4 The estimated cost and fixed fee are based upon the Contractor furnishing a specific level of effort during the period set forth in Sections B and F. To support payment for work performed under this Contract, the Contractor shall state on each voucher submitted the level of effort expended and shall certify that the level of effort has been expended in the accomplishment of work called for by the Contract. Expenditure of labor hours in excess of this amount is not authorized.

B.3.5 Allowable cost shall be determined and payment thereof shall be provided in accordance with the Contract Clause entitled Allowable Cost and Payment, FAR 52.216-7 (APR 1998), under this contract.

B.4 MATERIAL COST

B.4.1 If at any time during contract performance, the Contractor determines that the material cost included in the estimated cost of the contract is not sufficient for contract performance, he shall notify the Government in writing and shall include an estimate of the amount of funding for material which will be required to complete performance of the authorized hours. For purposes of this clause, the material shall be defined as set forth in FAR 31.205-26. If the Government authorizes additional funds for material, appropriate funding will be added on a cost reimbursement only basis.

B.5 PAYMENT

The contractor may submit public vouchers bi-monthly for payment under this contract. The fee will be payable at the time of reimbursement of cost at the same rate to such cost as the total fee of this contract bears to the total estimated cost thereof, subject to any withholding pursuant to provisions of this contract.

B.6 OPTION HOURS

Refer to Section H.1 for option hours available, cost and fee.

B.7 The work authorized under this contract shall be segregated by work directive. Each work directive shall identify the CLIN it can be charged against and, in no instance will a work directive be billed against any other CLIN.

B.8 OPTION PRICES

The option prices below include cost plus fee for the options specified.

Option 1	\$	per hr	32,000 hrs available
Option 2	\$	per hr	32,000 hrs available
Option 3	\$	per hr	32,000 hrs available

\*\*\* END OF NARRATIVE B001 \*\*\*

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.239-4001 (TACOM)	YEAR 2000 (Y2K) COMPLIANCE	MAY/1999

- (a) In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall be Year 2000 compliant upon delivery.
- (b) Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, Year 2000 compliant information technology, when used in combination with other information technology, shall accurately process date/time data if the other information technology properly exchanges date/time data with it.
- (c) If this contract contains another provision requiring Y2K compliance, that provision shall take precedence.
- (End of clause)

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SECTION C      CONTRACT SCOPE OF WORK (DRAFT)

C.1.0      GENERAL

The following statement of work is for installation, training, support, and enhancement/upgrades of the AcqPro software application. The AcqPro Contractor shall install AcqPro on designated Government servers. The receiving party shall provide the infrastructure on which the AcqPro software will reside and operate. A separate CLIN for each funding activity will be established when a site specific Work Directive is issued.

C.1.1      Work Directives

All efforts expended by the Contractor, as an independent contractor and not as an agent of the Government, shall be performed in accordance with Work Directives issued under this Contract. The Work Directives are reviewed by the Contracting Officer's Technical Representative (COTR), and signed by the Contracting Officer. All COTR(s) will be designated by Contracting Officer COTR letter. Each Work Directive will specify the applicable scope of work requirements, associated SOW paragraph numbers ,the number of hours authorized, date of performance/delivery, and/or date of completion, estimated cost and fixed fee. Work Directives will be issued on a level of effort, cost plus fixed-fee basis.

C.1.2      Option Years

Work directives may be issued against the three (3) option years as specified in Section H of this contract.

C.2.0      CLIN 0001 ACQPRO SOFTWARE MODIFICATIONS/ENHANCEMENTS AND UPGRADES.

C.2.1.      General

The Contractor shall insure that any modifications to the current AcqPro application will continue to be operational with the minimum software, hardware and database requirements (Attachment IV). If the minimum requirements need to be changed the Contractor shall provide the recommended change, reasons for the changes and impacts of the change to the Joint Configuration Control Board (JCCB) for review. The COTR shall approve changes in the minimum requirements for hardware infrastructure prior to the change being implemented. All software code changes which impact minimum hardware and infrastructure requirement changes, shall be approved by the COTR prior to the Contractor implementing the change.

C.2.2.      Unique AcqPro Application Requirements.

The Contractor shall provide recommendations on AcqPro upgrades/modifications and/or additions. The Contractor shall make only Work Directive approved upgrades/modifications and/or additions to the AcqPro software in order to ensure that the AcqPro application meets missions needs. The Contractor may also be required to perform updates to sites as specified by Work Directives. A list of approved Work Directives and the AcqPro upgrades/modifications/additions they authorize shall be kept as part of the Contract as Attachment III.

C.2.3.      Modifications/Enhancements and Upgrades

The Contractor shall analyze all potential modifications/enhancements and upgrades in order to determine the cost, labor and potential issues that may arise from incorporation of those modifications, upgrades and enhancements into the AcqPro software program. The Contractor shall provide all efforts necessary to modify the AcqPro software to enhance its capability to meet our mission needs. The Contractor shall document and maintain any potential software enhancements/upgrades as a separate list as part of Attachment III as decided by the Joint Configuration Control Board (JCCB). The COTR will initiate Work Directive execution for new requirements. The Contractor shall submit recommended Work Directives to the COTR for PCO approval. Attachment III shall be maintained as part of the JCCB minutes (DD 1423 SEQUENCE NUMBER A004). The Contractor shall provide software requirement specifications and software design documents for each software enhancement for approval by the COTR prior to initiating any programming efforts. Submittal of the software requirement specifications and software design documents shall be in accordance with Exhibit A DD Form 1423 SEQUENCE NUMBER A003. The Contractor shall provide the COTR with a beta version of the enhancement/upgrade for Government testing prior to any version release to the AcqPro community. A new release shall not be distributed to the AcqPro community until the COTR authorizes its release. New software versions shall be furnished by File Transfer Protocol (FTP) in accordance with Exhibit A DD Form 1423 SEQUENCE NUMBER A007 unless otherwise directed and approved by the COTR.

C.2.4.      Configuration Management

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The Contractor shall maintain configuration management of the AcqPro source and executable software. This shall include management of all enhancements and modifications made to individual AcqPro features. Version control and release data shall be maintained by the Contractor and made available to the Government upon request.

C.2.4.1. Technical changes to the AcqPro software requested by other commands must first have COTR approval. Only the COTR may authorize changes to the AcqPro software by award of a Work Directive under CLIN 0001 of the Contract.

C.2.5. Compatibility

The Contractor shall insure that all modifications and enhancements to the AcqPro application will be compatible with and operational when loaded on each environment.

C.2.6. Testing and Evaluation

The Contractor shall analyze and test all modifications made to AcqPro for technical adequacy, adequacy of planned tools, interface with all networks on which AcqPro resides, and ease of end-user use. The Contractor shall notify the COTR if any enhancement/modification to the software will impact TACOM's performance environment. Upon COTR approval and execution by the Contracting Officer of a Work Directive or a current Support Maintenance Work Directive at that site, testing by the Contractor at other Government sites may be approved in order to prove compatibility. Performance parameters to be tested include response time and the ability to perform the tasks specified by individual software Work Directives. The Contractor shall perform regression testing on all enhancements/modification made to the software. The Contractor shall correct any AcqPro system deficiencies noted by the Government upon COTR approval.

C.2.7. Joint Configuration Control Board (JCCB).

The Contractor shall participate in the semi-annual Joint Configuration Control Board (JCCB). The purpose of the JCCB is to coordinate impacts of all programs with AcqPro service representatives. These JCCB's will take place at the Contractor facilities or another location or by electronic means, as determined by the COTR. The Contractor will provide in accordance with DD Form 1423 SEQUENCE NUMBER A005 the items for discussion in Contractor format two weeks prior to the meeting and provide the meeting minutes for the JCCB within seven days of the JCCB. As a participant in the reviews the Contractor shall address (at a minimum) technical issues, cost and schedule of current Work Directives issues. Each sites' issues should be addressed to ensure that cross-fertilization of AcqPro information is obtained. Each site must also provide the COTR with their unique items for discussion. A majority vote by the JCCB will constitute issue resolution. Votes will be coordinated with the respective JCCB chairperson. Attachment II lists the current coordination representatives for each service.

C.2.8. Enhancements

Enhancements will be priced by estimated man weeks for completion.

C.2.9. Server Requirements

All AcqPro software applications shall utilize a common Oracle database engine residing on a server; utilizing Oracle API calls. Connectivity to the LAN will be maintained through a series of routers and hubs. The Contractor will coordinate and resolve operational database problems encountered with each site as long as the software is not changed. If a problem requires a software change that will impact other sites it shall be coordinated and approved by the COTR.

C.2.10. Desktop Integration

The Contractor will maintain the application to support user environments to include Windows NT, Windows 95, and eventually, upon notification by the Government, and direction and funding by a signed Government Work Directive, the Windows 98 operating system environments running the appropriate IP network protocol.

C.3.0 CLIN 0002 REPORTS

All reports shall be delivered in Contractor format electronically in a Microsoft Compatible medium in accordance with the Contract DD Form 1423 under CLIN 0002 on a Not Separately Price (NSP) basis.

C.3.1. Cost and Performance Reports.

The Contractor shall submit monthly cost and performance reports in Contractor format in accordance with Exhibit A DD Form 1423 SEQUENCE NUMBER A001. The reports shall at a minimum address cost, material, labor, and travel by Work Directive. The first report is due two (2) months after contract award.

C.3.2. Technical Reports

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAE07-99-R-L016      MOD/AMD</p>	<p style="text-align: center;"><b>Page 11 of 54</b></p>
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The Contractor shall deliver in accordance with Exhibit A DD Form 1423 SEQUENCE NUMBER A002, in Contractor format a technical report that addresses monthly technical accomplishments with issues and concerns by Work Directive. The Cost and Performance Report and Technical Report can be submitted together as long as all specified data is included.

C.3.3. Software Documentation

The Contractor shall provide a Software Requirements Specification and a Software Design Document for all software developed, and, if changes are necessary from the last version release, a database dictionary which contains table structure and SQL scripts used to create and maintain database tables for the entire AcqPro product. These documents shall be updated and delivered thirty (30) days after the completion of each Work Directive that requires software development efforts and again at the completion of the contract to encompass all development efforts during that contract period. These reports are to be in Contractor format in accordance with Exhibit A DD Form 1423 SEQUENCE NUMBER A003.

C.4.0. ACQPRO SOFTWARE PURCHASE, INSTALLATION, AND TRAINING FOR GOVERNMENT INSTALLATIONS

C.4.1. General

AcqPro software is free to Government Agencies and Government Contractors. Government Contractors must provide proof at the time of purchase that the Contractor has a Government Contract. ATTACHMENT I lists the fixed prices for installation, training, and support of AcqPro at a Government site and the negotiated RATES for AcqPro software development.

C.4.2. General Installation Requirements

The Contractor shall perform the site survey, software installation, training, template development, software support as required by Work Directive. Each site is responsible for providing the LAN architecture, servers, client PCs, database software and client database connectivity. The servers, hardware, databases and PCs must meet the minimum AcqPro requirements as described in Attachment IV. The Contractor is not responsible for how AcqPro performs when a site does not have the Contractor perform the site survey prior to any installation efforts. It is recommended that any organization that desires to install AcqPro have the site survey and installation done by the Contractor to ensure successful installation and operation.

C.4.3 Site Survey

In order to determine the organizational information infrastructure, appropriate installation methods and costs, and identify potential limiting factors, it is highly recommended that a site survey is conducted by the installation Contractor.. It is assumed that the appropriate technical personnel at the customer site will be available for consultation before, during (this is a necessity) and after the site survey is conducted.

A Site Survey includes:

- Database Review
- Client Operating System, Software and Hardware Analysis
- Network Architecture Analysis
- Organizational Training Requirement Analysis
- Internal Support Capabilities (IT and functional support)
- Survey Report
- Travel

C.4.4. Installation

Successful installation is dependent upon two critical factors: knowledge of the information infrastructure and knowledge of the software product. In the event that a survey is not conducted, it is recommended that the requesting organization establish a reserve of 40% over the basic installation costs that may be used to resolve unforeseen problems. Prior to installation the Contractor shall provide the site point of contact an installation plan containing, at minimum, the information listed below. Installation will be coordinated with the point of contact at the installation site.

SITE INSTALLATION PLAN:

- Site Installation (Survey Conducted)
- Installation Plan
- Schedule
- Team Structure
- Task Assignments
- POC List
- Trip Coordination

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Database Install  
File Server Install  
Client Configurations (assumes client access to CD-ROM or file server)  
Installation Report

The Site Survey is to be delivered to the customer in accordance with Exhibit A DD Form 1423 SEQUENCE NUMBER A006.

C.4.4.1. Cost of Installation

In order to reasonably determine the cost of installation the following assumptions and association of hours with tasks is provided. A site survey and installation preplanning will assist in identifying exactly the number of database servers, file servers, and client machines needed to be installed. Organizations can select any mix of these options that they desire. For example, an organization may wish to have their database server, a file server and just a few clients installed by TASC and install the remainder file servers and client machines themselves.

C.4.4.2. Assumptions:

An installation plan exists and pre-installation planning is completed.  
Installation planning is based upon the completion of a site survey.  
A one week installation will consist of 32 hours of on site labor and 8 hours for travel.  
A database server takes 8 hours to install.  
A file server takes 4 hours to install.  
A client (used with a file server) takes 45 minutes to install and test.  
A client (with installed software) takes 60 minutes to install and test.

C.4.5. TRAINING

The Contractor shall provide AcqPro training and support as required by Work Directive. Site training is based upon the number of classes that an organization wants instructed. The minimum number of classes is one per day. Each type of instruction requires a different number of students and hours.

C.4.5.1. Training Assumptions

The customer provides the training facilities and equipment  
1 Instructor up to  
    5 students for administrator training  
    10 students for user training  
Class size can be doubled with the use of an additional instructor  
Cost of training includes preparation time, travel time, and training materials  
User Training ? 4 hours  
Admin Training ? Must attend user training plus 2 additional days for administrator training.

C.4.5.2. System Administrator Training.

The Contractor shall provide a manual to the site training coordinator indicated on the Work Directive in Contractor format electronically in MS Word or MS Word compatible medium in accordance with DD FORM 1423 Sequence A008. The Contractor shall provide all required systems administrator training. This shall include as a minimum the following:

- a. Development of the Question and Answer (Q&A) sessions,
- b. Development of structured documents,
- c. Definitions and uses of templates, forms, folders and repositories,
- d. Linking of the Q&A sessions with a structured document (text),
- e. Use of the clip-notes functions
- f. Use of the guidance areas,
- g. Use and management of the message of the day functions,
- h. Establishment and revision of data fields,
- i. Development, use and management of the package wizard function,
- j. Development, use and management of the security system, and
- k. Development, use and management of features not described here.

The Contractor will provide assistance with problems/questions that arise during the training of the AcqPro features. All training shall be conducted at the site specified on the Work Directive. System administrators class size shall be no more than 5 administrators per instructor. AcqPro User Training is a prerequisite for this course.

C.4.5.3. User Training.

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The Contractor shall conduct user training. The Contractor shall provide AcqPro training and support as required by Work Directive. At a minimum, each training session shall include one hour of lecture and 2-3 hours of hands-on training through demonstrations, examples and actual package generation. The Contractor shall provide for reproduction an electronic Users Manual in accordance with DD FORM 1423 Sequence A008 that is specific enough to allow the user to walk through an example package generation. The student to trainer ratio will be no more than 10 students per instructor. Each site shall be responsible for providing the facilities and equipment needed for training purposes.

C.4.6. TEMPLATE SUPPORT

The contractor shall provide on-site support to acquisition teams in the development of AcqPro document templates, documents, question and answer modules, evaluation criteria, and package wizards.

C.5.0 SITE SUPPORT

C.5.1. SITE Support

The Contractor shall provide operational support where AcqPro has been installed under an installation Work Directive. The Contractor shall be available to answer questions and resolve problems as they arise. This may include on-site visits or electronic (i.e.: phone or e-mail) support as warranted by the specific problem/issue. All requests for information or assistance above shall be governed by the applicable site's purchase of Site Support. The Contractor shall also support any upgrades required due to upgrades/enhancements to the database engine(s) and LAN architectures being used. The Contractor will resolve operational problems encountered at the various sites. If an operational problem affects the AcqPro software itself the Contractor shall present the problem and recommended resolution to the COTR for submission to the Joint Configuration Control Board (JCCB) for resolution.

Site Support includes maintenance of the product and user support. Users are not given direct access to the Contractor for conflict resolution. All questions are funneled through a limited number of Government Site Representatives (see number below). Contractor prices are based on serving questions from the Government Site Representatives only. All users will have Web site access for information, Frequently Asked Questions (FAQ) and upgrades. Upgrades include product improvements and maintenance releases.

Number of Clients	Number of Government Site Reps
Up to 25	1
Up to 50	2
Up to 250	10
Up to 500	20
Up to 1000	40

C.5.2. General Server Support Requirements

The Contractor shall continue the current AcqPro use of the Oracle Database Version 7.3 or higher server. The Contractor shall test the AcqPro application?s interface with the database files. Any operational problems or issues that occur shall be coordinated with the COTR. If software changes are needed the Contractor shall recommend the changes needed and their impact on all current AcqPro sites. The COTR must approve any programming changes resulting from database issues. The Contractor shall provide a Software Requirements Specification and Software Design Document, in Contractor format, for all software development efforts including a listing of the Data elements stored in the integrated database.

\*\*\* END OF NARRATIVE C001 \*\*\*

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SECTION D - PACKAGING AND MARKING

D.1 DATA PACKAGING

All data deliverable under this contract shall be packaged in accordance with commercial practice to assure arrival at destination without loss or damage.

D.2 MARKING

All technical data delivered under this contract shall be identified by the prime contract number, the name and address of the prime contractor and the name of the subcontractor (if any), which generated the data. The marking shall be in the format below for (1) prime contractor or (2) subcontractor generated data as applicable:

- (1) Prime Contract Number:  
Contractor:
- (2) Prime Contract Number:  
Contractor:  
Subcontractor:  
Subcontractor's Address:

D.3 MATERIAL OR HARDWARE

All materials and hardware or their containers deliverable under this contract shall be marked or tagged with the identification of the material or item, the contract number, and the contractor's name and address.

\*\*\* END OF NARRATIVE D001 \*\*\*

Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR/1984

E.1 Inspection and Acceptance of Data

Final inspection and acceptance of all data required by the contract shall be made at destination by the Contrating Officer or his designated Technical Representative.

\*\*\* END OF NARRATIVE E001 \*\*\*

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SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.247-34	F.O.B. DESTINATION	NOV/1991
F-2	52.242-15	STOP-WORK ORDER (AUG 1989) (ALTERNATE I (APR 1984))	APR/1984
(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--			
(1) Cancel the stop-work order; or (2) Terminate the work covered by the order as provided in the TERMINATION clause of this contract.			
(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if--			
(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and			
(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; <u>provided</u> , that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.			
(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.			
(d) If a stop work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order. (End of clause)			

F-3	52.227-4002	DATA (SOFTWARE)	APR/1985
(TACOM)			
All data deliverable under this contract shall be delivered in accordance with the quantities and schedules as specified on the Contract Data Requirements List (CDRL) DD Form 1423, and shall be delivered F.O.B. Destination to the following address:			
Commander US Army Tank-automotive and Armaments Command ATTN: (See DD Form 1423, Block 14) Warren, MI 48397-5000  ***			

F.1	Period of Performance
F.1.1	The period of performance for CLIN 0001 will be twelve (12) months from the date of contract award. The period of performance for the exercise of Options 1, 2 and 3 is as set forth below:
	Option 1: Period of performance will be twelve (12) months from the date of the first exercise of Option 1.
	Option 2: Period of performance will be twelve (12) months from the date of the first exercise of Option 2.
	Option 3: Period of performance will be twelve (12) months from the date of the first exercise of Option 3.
F.2	Delivery of Data
F.2.1	All technical data generated under this contract that has not been previously delivered shall be subject to delivery to the Government upon completion or termination of this contract.



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SECTION G - CONTRACT ADMINISTRATION DATA

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	52.242-4016 (TACOM)	COMMUNICATIONS	AUG/1999

Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Name: -1-  
e-mail: -2-

G-2	252.201-7000 (TACOM)	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
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(a) Definition.

Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

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G-3	52.204-7008 (TACOM)	MANDATORY USE OF GOVERNMENT TO GOVERNMENT ELECTRONIC COMMUNICATION	JUN/1999
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(a) All references in the contract to the submission of written documentation shall mean electronic submission. This includes Government to Government data not covered by the Government's Defense Contract Management Command ALERTS Program.

(b) See Section I, clause 52.204-7009, Mandatory Use of Contractor to Government Electronic Mail, for further guidance.

(c) Unless exempted by the Procuring Contracting Officer in writing, all written communication after contract award between Government agencies shall be transmitted electronically.

(End of clause)

G-4	52.232-4005 (TACOM)	INVOICE INFORMATION REQUIREMENT	JAN/1988
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On each payment request submitted, the Contractor shall identify each affected Contract Line Item Number (CLIN), sub-CLIN, and/or work directive, together with the related dollar amounts. This requirement does not diminish or restrict any other requirement of this contract.

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G-5	52.242-4011 (TACOM)	WORK DIRECTIVES	FEB/1998
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(a) All work under this contract shall be performed in accordance with Work Directives signed by the Contracting Officer. Each Work Directives shall include, but not necessarily be limited to, the following information:

- (1) Reference to specific requirement(s) of Section C of this Contract under which the work is to be performed.
- (2) Objective of the work to be performed.
- (3) Number of hours to accomplish the work.
- (4) Estimated completion date as applicable.

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(5) Identification of the contract line item number (CLIN) under which the work is to be performed.

(6) Relative priority of the work to be performed, if applicable. Work shall be performed in sequential order unless otherwise stated.

(b) The Government has the unilateral right to increase, decrease and prioritize the work to be performed hereunder by the issuance of Work Directives by the Contracting Officer. It is understood and agreed that such adjustments shall be made within the general scope of work and level of effort of the contract and without equitable adjustment thereto.

(c) If, at any time, the Contractor has reason to believe that the hours which it expects to incur in the performance of a Work Directive, when added to all hours incurred previously in performance of such Work Directive, shall exceed the estimated total hours set forth in the Work Directive, the Contractor shall notify in writing the Procuring Contracting Officer and Technical Representative for their appropriate action. The Contractor shall furnish a revised statement of total hours to complete such work together with said notice. Said notice must be furnished as early as possible and prior to the incurrence of additional hours.

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
H-2	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-3	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
H-4	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-5	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
H-6	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
H-7	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
H-8	252.225-7009	DUTY-FREE-ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	MAR/1998
H-9	252.225-7010	DUTY-FREE ENTRY--ADDITIONAL PROVISIONS	MAR/1998
H-10	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-11	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	SEP/1996
H-12	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
H-13	252.246-7001	WARRANTY OF DATA	DEC/1991

- H-14      252.227-7036      DECLARATION OF TECHNICAL DATA CONFORMITY      JAN/1997
- (a) All technical data delivered under this contract shall be accompanied by the following written declaration:

The Contractor, \_\_\_\_\_, hereby declares that, to the best of its knowledge and belief, the technical data delivered herewith under Contract No. DAAE07-\_\_\_\_\_ are complete, accurate, and comply with all requirements of the contract.

_____ Date	_____ Name and Title of Authorized Official
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This written certification shall be dated and the certifying official (identified by name and title) shall be duly authorized to bind the Contractor by the certification.

(b) The Contractor shall identify, by name and title, each individual (official) authorized by the Contractor to certify in writing that the technical data are complete, accurate, and comply with all requirements of the contract. The Contractor hereby authorizes direct contact with the authorized individual responsible for certification of technical data. The authorized individual shall be familiar with the Contractor's technical data conformity procedures and their application to the technical data to be certified and delivered.

(c) Technical data delivered under this contract may be subject to reviews by the Government during preparation and prior to acceptance. Technical data are also subject to reviews by the Government subsequent to acceptance. Such reviews may be conducted as a function ancillary to other reviews, such as in-process reviews or configuration audit reviews.  
(End of clause)

- H-15      252.227-7037      VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA      NOV/1995

(a) Definition. The terms used in this clause are defined in the Rights in Technical Data--Noncommercial Items clause of this contract.

(b) Contracts for commercial items--presumption of development at private expense. Under a contract for a commercial item, component, or process, the Department of Defense shall presume that a Contractor's asserted use or release restrictions are justified on the basis that the item, component, or process was developed exclusively at private expense. The Department shall not challenge such assertions unless information the Department demonstrates that the item, component, or process was not developed exclusively at private expense.

(c) Justification. The Contractor or subcontractor at any tier is responsible for maintaining records sufficient to justify the validity of its markings that impose restrictions on the Government and others to use, duplicate, or disclose technical data delivered or required to be delivered under the contract or subcontract. Except under contracts for commercial items, the Contractor or subcontractor shall be prepared to furnish to the Contracting Officer a written justification for such restrictive markings in response to a challenge under paragraph (e) of this clause.

(d) Prechallenge Request for Information.

(1) The Contracting Officer may request the Contractor or subcontractor to furnish a written explanation for any restriction asserted by the Contractor or subcontractor on the right of the United States or others to use technical data. If, upon review of the explanation submitted, the Contracting Officer remains unable to ascertain the basis of the restrictive marking, the Contracting Officer may further request the Contractor or subcontractor to furnish additional information in the records of, or otherwise in the possession of or reasonably available to, the Contractor or subcontractor to justify the validity

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of any restrictive marking on technical data delivered or to be delivered under the contract or subcontract (e.g., a statement of facts accompanied with supporting documentation). The Contractor or subcontractor shall submit such written data as requested by the Contracting Officer within the time required or such longer period as may be mutually agreed.

(2) If the Contracting Officer, after reviewing the written data furnished pursuant to paragraph (d)(1) of this clause, or any other available information pertaining to the validity of a restrictive marking, determines that reasonable grounds exist to question the current validity of the marking and that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relate, the Contracting Officer shall follow the procedures in (e) of this clause.

(3) If the Contractor or subcontractor fails to respond to the Contracting Officer's request for information under paragraph (d)(1) of this clause, and the Contracting Officer determines that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer may challenge the validity of the marking as described in paragraph (e) of this clause.

(e) Challenge.

(1) Notwithstanding any provision of this contract concerning inspection and acceptance, if the Contracting Officer determines that a challenge to the restrictive marking is warranted, the Contracting Officer shall send a written challenge notice to the Contractor or subcontractor asserting the restrictive markings. Such challenge shall--

- (i) State the specific grounds for challenging the asserted restriction;
- (ii) Require a response within sixty (60) days justifying and providing sufficient evidence as to the current validity of the asserted restriction; and
- (iii) State that a DoD Contracting Officer's final decision, issued pursuant to paragraph (g) of this clause, sustaining the validity of a restrictive marking identical to the asserted restriction, within the three-year period preceding the challenge, shall serve as justification for the asserted restriction if the validated restriction was asserted by the same Contractor or subcontractor (or any licensee of such Contractor or subcontractor) to which such notice is being provided; and
- (iv) State that failure to respond to the challenge notice may result in issuance of a final decision pursuant to paragraph (f) of this clause.

(2) The Contracting Officer shall extend the time for response as appropriate if the Contractor or subcontractor submits a written request showing the need for additional time to prepare a response.

(3) The Contractor's or subcontractor's written response shall be considered a claim within the meaning of the Contract Disputes Act of 1978 (41 U.S.C. 601, et seq.), and shall be certified in the form prescribed by FAR 33.207, regardless of dollar amount.

(4) A Contractor or subcontractor receiving challenges to the same restrictive markings from more than one Contracting Officer shall notify each Contracting Officer of the existence of more than one challenge. The notice shall also state which Contracting Officer initiated the first in time unanswered challenge. The Contracting Officer initiating the first in time unanswered challenge after consultation with the Contractor or subcontractor and the other Contracting Officers, shall formulate and distribute a schedule for responding to each of the challenge notices to all interested parties. The schedule shall afford the Contractor or subcontractor an equitable opportunity to respond to each challenge notice. All parties will be bound by this schedule.

(f) Final Decision When Contractor or Subcontractor Fails to Respond. Upon a failure of a Contractor or subcontractor to submit any response to the challenge notice, other than a failure to respond under a contract for commercial items, the Contracting Officer will issue a final decision to the Contractor or subcontractor in accordance with the disputes clause of this contract pertaining to the validity of the asserted restriction. This final decision shall be issued as soon as possible after the expiration of the time period of paragraph (e)(1)(ii) or (e)(2) of this clause. Following the issuance of the final decision, the Contracting Officer will comply with the procedures in (g)(2)(ii) through (iv) of this clause.

(g) Final Decision When Contractor or Subcontractor Responds.

(1) If the Contracting Officer determines that the Contractor or subcontractor has justified the validity of the restrictive markings, the Contracting Officer shall issue a final decision to the Contractor or subcontractor sustaining the validity of the restrictive markings, and stating that the Government will continue to be bound by the restrictive markings. This final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(2)(i) If the Contracting Officer determines that the validity of the restrictive marking is not justified, the Contracting Officer shall issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause of this contract.233-1. Notwithstanding paragraph (e) of the Disputes clause, the final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

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(ii) The Government agrees that it will continue to be bound by the restrictive marking for a period of ninety (90) days from the issuance of the Contracting Officer's final decision under (g)(2)(i) of this clause. The Contractor or subcontractor agrees that, if it intends to file suit in the United States Claims Court it will provide a notice of intent to file suit to the Contracting Officer within ninety (90) days from the issuance of the Contracting Officer's final decision under (g)(2)(i) of this clause. If the Contractor or subcontractor fails to appeal, file suit, or provide a notice of intent to file suit to the Contracting Officer within the ninety (90) day period, the Government may cancel or ignore the restrictive markings, and the failure of the Contractor or subcontractor to take the required action constitutes agreement with such Government action.

(iii) The Government agrees that it will continue to be bound by the restrictive marking where a notice of intent to file suit in the United States Claims Court is provided to the Contracting Officer within ninety (90) days from the issuance of the final decision under (g)(2)(i) of this clause. The Government will no longer be bound, and the Contractor or subcontractor agrees that the Government may strike or ignore the restrictive markings if the Contractor or subcontractor fails to file its suit within one (1) year after issuance of the final decision. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, that urgent or compelling circumstances will not permit waiting for the filing of a suit in the United States Claims Court, the Contractor or subcontractor agrees that the agency may, following notice to the Contractor or subcontractor, authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(iv) The Government agrees that it will be bound by the restrictive marking where an appeal or suit is filed pursuant to the Contract Disputes Act until final disposition by an agency Board of Contract Appeals or the United States Claims Court. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, following notice to the Contractor that urgent or compelling circumstances will not permit awaiting the decision by such Board of Contract Appeals or the United States Claims Court, the Contractor or subcontractor agrees that the agency may authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

- (h) Final Disposition of Appeal or Suit.
- (1) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is sustained--
- (i) The restrictive marking on the technical data shall be canceled, corrected, or ignored; and
- (ii) If the restrictive marking is found not to be substantially justified, the Contractor or subcontractor, as appropriate, shall be liable to the Government for payment of the cost to the Government of reviewing the restrictive marking and the fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Government in challenging the marking, unless special circumstances would make such payment unjust.
- (2) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is not sustained--
- (i) The Government shall continue to be bound by the restrictive marking; and
- (ii) The Government shall be liable to the Contractor or subcontractor for payment of fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Contractor or subcontractor in defending the marking, if the challenge by the Government is found not to have been made in good faith.
- (i) Duration of Right to Challenge. The Government may review the validity of any restriction on technical data, delivered or to be delivered under a contract, asserted by the Contractor or subcontractor. During the period within three (3) years of final payment on a contract or within three (3) years of delivery of the technical data to the Government, whichever is later, the Contracting Officer may review and make a written determination to challenge the restriction. The Government may, however, challenge a restriction on the release, disclosure, of use of technical data at any time if such technical data (1) are publicly available; (2) have been furnished to the United States without restriction; or (3) have been otherwise made available without restriction. Only the Contracting Officer's final decision resolving a formal challenge by sustaining the validity of a restrictive marking constitutes validation as addressed in 10 U.S.C. 2321.
- (j) Decision Not to Challenge. A decision by the Government, or a determination by the Contracting Officer, to not challenge the restrictive marking or asserted restriction shall not constitute validation.
- (k) Privity of Contract. The Contractor or subcontractor agrees that the Contracting Officer may transact matters under this clause directly with subcontractors at any tier that assert restrictive markings. However, this clause neither creates nor implies privity of contract between the Government and subcontractors.

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(1) Flowdown. The Contractor or subcontractor agrees to insert this clause in contractual instruments with its subcontractors or suppliers at any tier requiring the delivery of technical data, except contractual instruments for commercial items or commercial components.

(End of Clause)

H-16	252.204-7005	REQUIRED USE OF ELECTRONIC COMMERCE (EC)	JUL/1999
	(TACOM)		

020b0604020202020204 020b0604020202020204 020b0604020202020204 (a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange(EDI).

(b) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: [www.tacom.army.mil/acqcen/awd.htm](http://www.tacom.army.mil/acqcen/awd.htm)  
 ACAIA: <http://aais.ria.army.mil/AAIS/AWDINFO/index.htm>  
 Picatinney: <http://procnet.pica.army.mil/Contracts/Index.htm>  
 Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>  
 Anniston Army Depot: <http://www.anadprocnet.army.mil>

(c) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(i) The CCR registration, including the EDI 838 Trading Partner Profile, may be done electronically at the World Wide Web (WWW) site: <http://ccr.edi.disa.mil> . In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.

(ii) You must select a VAN from the official DoD approved list. DoD Certified VANS are listed at <http://ec.saecrc.org/van/> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

H-17	52.216-4008	STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS	JUN/1989
	(TACOM)		

The Contractor shall review the funding as it relates to work performed on the cost reimbursement Contract Line Item Numbers (CLINs) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO) and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON) unless requested otherwise by the PCO.

\* \* \*

H-18                    52.246-4026                    LOCAL ADDRESSES FOR DD FORM 250                    SEP/1998  
(TACOM)

(a) The contractor must provide two copies of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using any one of the following three methods, which are listed in descending order of preference:

(1) Our first preference is for you to use electronic mail (e-mail), using the following two e-mail addresses:

(a) DD250@tacom.army.mil

and

(b) the buyer's e-mail address, as shown on the cover page of this contract, using the format:  
[buyer's e-mail name]@tacom.army.mil

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(2) Our second preference is for you to use data facsimile (datafax) transmission, using these fax numbers:

- (a) (810) 574-7788, and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet
- (b) fax a copy to the buyer, using the fax number provided to you by the buyer.

(3) Our third preference is for you to use the ordinary U.S. mail, using these mailing addresses:

US Army Tank-automotive and Armaments Command  
Acquisition Center - ATTN: AMSTA-AQ-\*\*\*  
Warren, MI 48397-5000

\*\*\*Note: for the first copy, use this office symbol: AMSTA-AQ-DS (DD 250) for the second copy, use the buyer's office symbol as shown on the contract cover page.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

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## H.1 Options

### H.1.1 Option for Additional Level of Effort Hours - Year 1

The Government shall have the unilateral right to increase the level of effort specified by CLINs awarded under Option Year 1 by up to 32,000 hours for an estimated cost per manhour of \$ and fixed fee per manhour of \$ . The Contracting Officer has the right to exercise this option up to twelve (12) months after contract award by giving written notice to the Contractor. The Government has the unilateral right to either add to any existing CLIN the hours added to the contract by the exercise of this option or to establish a new and separate CLIN for the additional hours. The option may be exercised in more than one increment but the total manhours added to the contract by this option shall not exceed 32,000 manhours. Of the 32,000 hours originally available, 0 have been exercised, and 32,000 remain.

### H.1.2 Option for Additional Level of Effort Hours - Year 2

The Government shall have the unilateral right to increase the level of effort specified by CLINs awarded under Option Year 2 up to 32,000 hours for an estimated cost per manhour of \$ and fixed fee per manhour of \$ . The Contracting Officer has the right to exercise this option between nine (9) months and twenty-four (24) months after contract award by giving written notice to the Contractor. The Government has the unilateral right either to add to any existing CLIN the hours added to the contract by the exercise of this option or to establish a new and separate CLIN for the additional hours. The option may be exercised in more than one increment but the total manhours added to the contract by this option shall not exceed 32,000 manhours. Of the 32,000 hours originally available, 0 have been exercised, and 32,000 remain.

### H.1.3 Option for Additional Level of Effort Hours - Year 3

The Government shall have the unilateral right to increase the level of effort specified by CLINs awarded under Option Year 3 by up to 32,000 hours for an estimated cost per manhour of \$ and fixed fee per manhour of \$ . The Contracting Officer has the right to exercise this option between twenty-one (21) months and thirty-six (36) months after contract award by giving written notice to the Contractor. The Government has the unilateral right either to add to any existing CLIN the hours added to the contract by the exercise of this option or to establish a new and separate CLIN for the additional hours. The option may be exercised in more than one increment but the total manhours added to the contract by this option shall not exceed 32,000 manhours. Of the 32,000 hours originally available, 0 have been exercised, and 32,000 remain.

## H.2 Services to be Performed

The parties to this contract recognize and agree that the services to be provided hereunder will be provided only in strict accordance with the Scope of Work set forth or defined in Work Directives signed by the Contracting Officer. This is to insure that the policies in Office of Federal Procurement Policy (OFPP) Policy Letter 92-1 and Department of Defense (DOD) Directive 4205.2 are adhered to. Contractors are specifically prohibited from performing inherently Governmental functions. Appropriate Agency control of the work product must be preserved to insure that the Contractor's performance of permissible services does not approach being an inherently Government function because of the manner in which the contract is performed or administered.

The parties agree that the Contractor personnel rendering the services under this contract are not subject, either by the contract terms or the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees. The Contractor further agrees to refrain from any activity that will make their personnel appear, in effect, Government employees. The Contractor shall not be reimbursed for any work that is outside the scope

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of work or Work Directive signed by the Contracting Officer.

H.3        Reference F.1.1 for specific information regarding option period of performance.

\*\*\* END OF NARRATIVE H001 \*\*\*



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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: N/A

(End of clause)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	OCT/1995
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN/1996
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	AUG/1996
I-12	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-13	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-14	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-15	52.215-14	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))	OCT/1997
I-16	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC/1998
I-17	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-18	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-19	52.216-7	ALLOWABLE COST AND PAYMENT	APR/1998
I-20	52.216-8	FIXED FEE	MAR/1997
I-21	52.219-8	UTILIZATION OF SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS CONCERNS	JAN/1999
I-22	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/1999
I-23	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-24	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-25	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-26	52.222-26	EQUAL OPPORTUNITY	FEB/1999
I-27	52.222-28	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS	APR/1984
I-28	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR/1998
I-29	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-30	52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN/1999
I-31	52.223-2	CLEAN AIR AND WATER	APR/1984
I-32	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	APR/1998
I-33	52.223-6	DRUG FREE WORKPLACE	JAN/1997
I-34	52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	AUG/1998
I-35	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	MAY/1999
I-36	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-37	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-38	52.227-12	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (LONG FORM)	JAN/1997
I-39	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-40	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-41	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR/1996
I-42	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-43	52.232-17	INTEREST	JUN/1996
I-44	52.232-20	LIMITATION OF COST	APR/1984
I-45	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-46	52.232-25	PROMPT PAYMENT	JUN/1997
I-47	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-48	52.233-1	DISPUTES	DEC/1998
I-49	52.233-3	PROTEST AFTER AWARD -- ALTERNATE I (AUG 1996)	JUN/1995
I-50	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984

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I-51	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	OCT/1995
I-52	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
I-53	52.242-13	BANKRUPTCY	JUL/1995
I-54	52.243-2	CHANGES--COST-REIMBURSEMENT	AUG/1987
I-55	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-56	52.244-2	SUBCONTRACTS (ALT I--AUG 1998)	AUG/1998
I-57	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-58	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (91-DEV-44) (Army Procurement Alert Bulletin #97-009)	JAN/1986
I-59	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-60	52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB/1997
I-61	52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP/1996
I-62	52.249-14	EXCUSABLE DELAYS	APR/1984
I-63	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-64	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-65	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-66	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-67	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-68	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	MAR/1999
I-69	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-70	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-71	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-72	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	MAY/1999
I-73	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS	FEB/1997
I-74	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	AUG/1998
I-75	252.225-7017	PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA	FEB/1999
I-76	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
I-77	252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	MAR/1998
I-78	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-79	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995
I-80	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	JUN/1995
I-81	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-82	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-83	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	JUN/1995
I-84	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	JUN/1995
I-85	252.227-7026	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-86	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	OCT/1988
I-87	252.232-7006	REDUCTION OR SUSPENSION OF CONTRACT PAYMENTS UPON FINDING OF FRAUD	AUG/1992
I-88	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-89	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	FEB/1997
I-90	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS ````(ALTERNATE III (OCT 1997))	OCT/1997

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

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(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts of subcontracts for commercial items.

(A) If--

(1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and

(2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price or recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: 3.5 inch diskette or CD-ROM.

(End of clause)

I-91                      52.217-9                      OPTION TO EXTEND THE TERM OF THE CONTRACT                      MAR/1989

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 days of the expiration of the contract; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

(End of clause)

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAE07-99-R-L016      MOD/AMD</p>	<p style="text-align: center;"><b>Page 28 of 54</b></p>
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**Name of Offeror or Contractor:**

I-92                      52.222-2                      PAYMENT FOR OVERTIME PREMIUMS                      JUL/1990

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed ZERO or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdown of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

I-93                      52.225-10                      DUTY-FREE ENTRY                      APR/1984

(a) Except as otherwise approved by the Contracting Officer, no amount is or will be included in the contract price for any duties on supplies specifically identified in the Schedule to be accorded duty-free entry.

(b) Except for supplies listed in the Schedule to be accorded duty-free entry, and except as provided under any other clause of this contract or in paragraph (c) below, the following procedures apply:

(1) The Contractor shall notify the Contracting Officer in writing of any purchase of foreign supplies (including, without limitation, raw materials, components, and intermediate assemblies) in excess of ZERO that are to be imported into the customs territory of the United States for delivery to the Government or for incorporation into end items to be delivered under this contract. The notice shall be furnished to the Contracting Officer at least 20 days before the importation and shall identify (i) the foreign supplies, (ii) the estimated amount of duty, and (iii) the country of origin.

(2) If the Contracting Officer determines that these supplies should be entered duty-free, the Contracting Officer shall notify the Contractor within ten days.

(3) Except as otherwise approved by the Contracting Officer, the contract price shall be reduced by (or the allowable cost shall not include) the amount of duty that would be payable if the supplies were not entered duty-free.

(c) Paragraph (b) above shall not apply to purchases of foreign supplies if (1) they are identical in nature with items purchased by the Contractor or any subcontractor in connection with its commercial business and (2) segregation of these supplies to ensure use only on Government contracts containing duty-free entry provisions is not economical or feasible.

(d) The Contractor warrants that all supplies for which duty-free entry is to be claimed are intended to be delivered to the Government or incorporated into the end items to be delivered under this contract, and that duty shall be paid to the extent that these supplies, or any portion of them, are diverted to non-Governmental use, other than as scrap or salvage or as a result of a competitive sale authorized by the Contracting Officer.

(e) The Government agrees to execute any required duty-free entry certificates for items specified in this contract or approved by the Contracting Officer and to assist the Contractor in obtaining duty-free entry of the supplies.

(f) All shipping documents covering the supplies to be entered duty-free shall consign the shipments to the contracting agency in care of the Contractor and shall include the delivery address of the Contractor (or contracting agency, if appropriate). The documents shall bear the following information:

(1) Government prime contract number.

(2) Identification of carrier.

(3) The notation UNITED STATES GOVERNMENT, US ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND, Duty-free entry to be claimed pursuant to Item No(s)(from Tariff Schedules), Tariff Schedules of the United States (19 U.S.C. 1202). Upon arrival of

**Name of Offeror or Contractor:**

shipment at port of entry, District Director of Customs, please release shipment under 19 CFR 142 and notify (cognizant contract administration office) for execution of Customs Forms 7501 and 7501-A and any required duty-free entry certificates.

(4) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight).

(5) Estimated value in United States dollars.

(g) The Contractor agrees to instruct the foreign supplier to consign the shipment as specified in (f) above, to mark all packages with the words UNITED STATES GOVERNMENT, and the title of the contracting agency, and to accompany the shipment with at least two copies of the bill of lading (or other shipping document) for use by the District Director of Customs at the port of entry.

(h) The Contractor agrees to notify in writing the cognizant contract administration office immediately upon notification from the Contracting Officer that duty-free entry will be accorded (or, if the duty-free supplies were listed in the contract Schedule, upon award by the Contractor to the overseas supplier). The notice shall identify (1) the foreign supplies, (2) the country of origin, (3) the contract number, and (4) the scheduled delivery date(s).

(i) The Contractor agrees to insert the substance of this clause in any subcontract under which--

(1) There will be imported into the customs territory of the United States supplies identified in the Schedule as supplies to be accorded duty-free entry; or

(2) Other foreign supplies in excess of -2- may be imported into the customs territory of the United States.

(End of clause)

I-94	252.219-7005	INCENTIVE FOR SUBCONTRACTING WITH SMALL BUSINESSES, SMALL	NOV/1995
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INCENTIVE FOR SUBCONTRACTING WITH SMALL BUSINESSES, SMALL  
DISADVANTAGED BUSINESSES, HISTORICALLY BLACK COLLEGES AND  
UNIVERSITIES, AND MINORITY INSTITUTIONS

DELETED BY DFARS CHANGE NOTICE 19981120

(a) If the Contractor exceeds the small disadvantaged business, historically black college and university, minority institution goal of its subcontracting plan, at completion of contract performance, the Contractor will receive -1- percent of the excess.

(b) The Contractor will not receive this incentive if the Contracting Officer determines that exceeding the goal was not due to the Contractor's efforts (e.g., a subcontractor cost overrun or award of subcontracts planned but not disclosed in the subcontracting plan). Determinations made under this paragraph are not subject to the DISPUTES clause.

(c) If this is a cost contract, the limitations in FAR Subpart 15.9 may not be exceeded.

(d) This clause does not apply if the subcontracting plan is a plant, division, or company-wide commercial items plan.

(End of clause)

I-95                      52.223-11                      OZONE-DEPLETING SUBSTANCES                      JUN/1996

(a) Definition

Ozone-depleting substance, as used in this clause, means any substance designated as Class I by the Environmental Protection Agency (EPA) (40 CFR Part 82), including but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or any substance designated as Class II by EPA (40 CFR Part 82), including but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) \_\_\_\_\_ \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\*The Contractor shall insert the name of the substance(s).

(End of clause)

I-96                      52.244-6                      SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS                      OCT/1998

(a) Definitions.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

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(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O.11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C.793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C.1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

I-97                    52.252-6                    AUTHORIZED DEVIATIONS IN CLAUSES                    APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

I-98                    252.204-7004                    REQUIRED CENTRAL CONTRACTOR REGISTRATION                    MAR/1998

(a) Definitions. As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

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(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://ccr.edi.disa.mil>.  
(End of clause)

I-99                    252.225-7015            PREFERENCE FOR DOMESTIC HAND OR MEASURING TOOLS                    DEC/1991  
The Contractor agrees to deliver under this contract only hand or measuring tools produced in the United States or its possessions.  
(End of clause)

I-100                    252.247-7023            TRANSPORTATION OF SUPPLIES BY SEA                    NOV/1995  
(a) Definitions.

As used in this clause--

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.

(c) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

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- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(d) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY	TOTAL
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(f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(g) The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the small purchase limitation of section 13.000 of the Federal Acquisition Regulation.

(End of clause)

I-101	52.204-7009 (TACOM)	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATIONS	JUN/1999
020b06040202020204 (a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in 52.215-4850 in Section L of the solicitation.			
(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.			
(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).			





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SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST		002	
Exhibit B	DATA ITEM DESCRIPTIONS			

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
K-2	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-3	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS--ALTERNATE I (MAY 1999)	MAY/1999
(a)			
		(1) The standard industrial classification (SIC) code for this acquisition is 7373 .	
		(2) The small business size standard is \$18,000,000 average annual receipts.	
		(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.	
		(b) Representations.	
		(1) The offeror represents as part of its offer that it ( ) is,	
		( ) is not	
		a small business concern.	
		(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it ( ) is,	
		( ) is not,	
		a small disadvantaged business concern as defined in 13 CFR 124.1002.	
		(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ( ) is,	
		( ) is not	
		a women-owned small business concern.	
		(4) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision]. [The offeror shall check the category in which its ownership falls]:	
		( ) Black American.	
		( ) Hispanic American.	
		( ) Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).	
		( ) Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).	
		( ) Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).	
		( ) Individual/concern, other than one of the preceding.	
		(c) Definitions.	
		"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.	
		"Women-owned small business concern," as used in this provision, means a small business concern--	
		(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and	
		(2) Whose management and daily business operations are controlled by one or more women.	

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(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
- (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and
  - (iii) Be ineligible for participation in programs conducted under the authority of the Act.
- (End of provision)

- K-4

52.203-11

CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN  
FEDERAL TRANSACTIONS

APR/1991
- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 that:
- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement:
- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer: and
- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.
- (End of provision)

- K-5

52.204-5

WOMEN-OWNED BUSINESS

OCT/1995
- (a) Representation. The offeror represents that it
- ( ) is
  - ( ) is not
- a women-owned business concern.
- (b) Definition. Women-owned business concern, as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (End of provision)

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K-6                      52.204-6                      DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER                      APR/1998

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(d) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com)

(End of provision)

K-7                      52.209-5                      CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,                      MAR/1996  
AND OTHER RESPONSIBILITY MATTERS

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A)( ) are  
( ) are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B)( ) have  
( ) have not,

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C)( ) are  
( ) are not

presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror

**Name of Offeror or Contractor:**

( ) has  
( ) has not,

within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principals, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN A JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K-8	52.215-6	PLACE OF PERFORMANCE	OCT/1997
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(a) The offeror or respondent, in the performance of any contract resulting from this solicitation,

☐ intends

☐ does not intend

(Check applicable block)

to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks intends in paragraph (a) of this provision, it shall insert in following spaces the required information:

Place of Performance (Street  
Address, City, County, State,  
ZIP code)

Name and Address of Owner and  
Operator of the Plant or Facility if  
Other than Offeror or Respondent.

(End of provision)

K-9                    52.215-4010                    AUTHORIZED NEGOTIATORS                    JAN/1998  
                          (TACOM)

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE

NAME	TITLE	TELEPHONE NUMBER
(End of provision)		

K-1052.222-21PROHIBITION OF SEGREGATED FACILITIESFEB/1999

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between sexes.

(b) The contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in the contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of provision)

K-1152.222-22PREVIOUS CONTRACTS AND COMPLIANCE REPORTSFEB/1999

The offeror represents that--

(a) It ( ) has  
( ) has not participated in a previous contract or subcontract subject either to the EQUAL OPPORTUNITY clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114:

(b) It ( ) has  
( ) has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

K-1252.222-25AFFIRMATIVE ACTION COMPLIANCEAPR/1984

The offeror represents that

(a) It ( ) has developed and has on file,  
( ) has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

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<b>Name of Offeror or Contractor:</b>		

(b) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

K-13 52.223-1 CLEAN AIR AND WATER CERTIFICATION APR/1984

The offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract

( ) is

( ) is not

listed on the Environmental Protection Agency List of Violating Facilities.

(b) The offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

(End of provision)

K-14 52.227-6 ROYALTY INFORMATION APR/1984

(a) Cost or charges for royalties When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor;
- (2) Date of license agreement;
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable;
- (4) Brief description, including any part or model numbers, of each contract item or component on which the royalty is payable;
- (5) Percentage or dollar rate of royalty per unit;
- (6) Unit price of contract item;
- (7) Number of units; and
- (8) Total dollar amount of royalties.

(b) Copies of current licenses In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(End of provision)

K-15 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION APR/1998

NOTE: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement--Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for



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**Name of Offeror or Contractor:**

submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

( ) (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

( ) (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

( ) (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

( ) (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

**II. Cost Accounting Standards--Eligibility for Modified Contract Coverage**

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

( ) The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR

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**Name of Offeror or Contractor:**

9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

- ( ) yes
- ( ) no

(End of provision)

K-16                      252.225-7000              BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE                      DEC/1991

(a) Definitions.

Domestic end product, qualifying country, qualifying country end product, and nonqualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation.

Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications.

(1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this clause, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number	Country of Origin
_____	_____

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item Number	Country of Origin (If known)
_____	_____

(End of provision)

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> DAAE07-99-R-L016      <b>MOD/AMD</b></p>	<p align="center"><b>Page 43 of 54</b></p>
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**Name of Offeror or Contractor:**

(a) Does the offeror propose to furnish-

(1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or

(2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry--Eligible End Products clause of this solicitation?

Yes ( )                      No ( )

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

Yes ( )                      No ( )

(2) Has the duty on such foreign supplies been paid?

Yes ( )                      No ( )

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty?  
\$ \_\_\_\_\_

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

(End of provision)

K-18                      252.247-7022                      REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA                      AUG/1992

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

( ) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

( ) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

K-19                      TACOM                      INVENTION IDENTIFICATION AND DISCLOSURE PROCEDURES                      APR/1985

The offeror's attention is called to the requirement in the PATENT RIGHTS clause that effective procedures be established and maintained to assure inventions are promptly identified and disclosed and that a copy of such procedures will be furnished to the Contracting Office upon request. The successful offeror may be required to submit its procedures upon contract award.

Date of Contractor's Current Procedures: \_\_\_\_\_  
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K-20                      52.204-7005                      OFFEROR'S DATAFAX NUMBER AND E-MAIL ADDRESS                      NOV/1996

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**Name of Offeror or Contractor:**

(TACOM)  
(a) If you have a data fax number, please provide it below.  
\_\_\_\_\_

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address below.  
\_\_\_\_\_

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**Name of Offeror or Contractor:**

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: N/A

(End of provision)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-2	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR/1991
L-3	52.215-16	FACILITIES CAPITAL COST OF MONEY	OCT/1997
L-4	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	APR/1984
L-5	52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB/1993
L-6	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	DEC/1991
L-7	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA ```(ALTERNATE II (OCT 1997) AND ALTERNATE III (OCT 1997)	OCT/1997

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting officer.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

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**Name of Offeror or Contractor:**

(c) When the proposal is submitted, also submit one copy each to: (1) the Administrative Contracting Officer, and (2) the Contract Auditor.

(d) Submit the cost portion of the proposal via the following electronic media: Data to be submitted in electronic spreadsheet format on 3.5" diskette or CD-ROM. File format must be Microsoft Excel 97 or 95 or a file format acceptable to the Contracting Officer. Submitted spreadsheet files shall contain all formulas, computations, or equations used to compute the proposed amounts.

(End of Provision)

L-8                      52.215-20                      REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST                      OCT/1997  
OR PRICING DATA (ALTERNATE III, OCT 1997)

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting officer.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: Data to be submitted in electronic spreadsheet format on 3.5" diskette or CD-ROM. File format must be Microsoft Excel 97 or 95 or a file format acceptable to the Contracting Officer. Submitted spreadsheet files shall contain all formulas, computations, or equations used to compute the proposed amounts.

(End of Provision)

L-9                      52.216-1                      TYPE OF CONTRACT                      APR/1984  
The Government contemplates award of a cost-plus-fixed-fee, level-of-effort contract resulting from this solicitation.

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(End of provision)

L-10 52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF AUG/1998

SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE  
ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST,  
DOD 5010.12-L

(a) Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained for a fee by submitting a request to the--

Department of Defense Single Stock Point (DoDSSP)  
Building 4, Section D  
700 Robbins Avenue  
Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179

Facsimile (215) 697-1462.

(b) Order forms, pricing information, and customer support information may be obtained--

(1) By telephone at (215) 697-2667/2179; or

(2) Through the DoDSSP Internet site at <http://www.dodssp.daps.mil>

(End of provision)

L-11 52.233-2 SERVICE OF PROTEST AUG/1996

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

U.S. Army Tank-automotive and Armaments Command  
ATTN: AMSTA-AQ, Protest Coordinator  
Warren, MI 48397-5000

or

HQ, Army Materiel Command  
Office of Command Counsel  
ATTN: AMCCC-PL  
5001 Eisenhower Avenue  
Alexandria, VA 22333-0001  
Facsimile number (703) 617-5680/617-4999  
Voice number (703) 617-8176

The AMC-Level protest procedures are found at:

[www.amc.army.mil/amc/command\\_counsel/protest/protest.html](http://www.amc.army.mil/amc/command_counsel/protest/protest.html)

If Internet access is not available, contact the Contracting Officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

Telegraphic transmission of protest will not be authorized, unless specifically approved by the PCO.

(b) The copy of any protest shall be received in the U.S. Army Tank-automotive and Armaments Command office designated above within one day of filing a protest with the GAO.

(End of provision)

L-12 52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME OCT/1997

(a) Definitions. As used in this provision--

(1) Uncompensated overtime means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences, such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

(2) Uncompensated overtime rate is the rate which results from multiplying the hourly rate for a 40 hour work week by

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**Name of Offeror or Contractor:**

40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40 hour work week basis at \$20.00 would be converted to an uncompensated overtime rate of \$17.78 per hour. (\$20 X 40) divided by 45 = \$17.78.

(b) For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category, at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or which do not otherwise demonstrate cost realism, will be considered in a risk assessment and evaluated for award in accordance with that assessment.

(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.  
(End of provision)

L-13                      52.233-4001                      HQ-AMC LEVEL PROTEST PROCEDURES                      MAY/1998  
(TACOM)

(a) Policy:

A protest to an AMC forum is a protest to the agency, within the meaning of FAR 33.103. The HQ, AMC-Level Protest Program is intended to encourage an interested party to seek resolution of its concerns within AMC, rather than filing a protest with the General Accounting Office (GAO), or other external forum.

(b) Agency Protest:

An AMC Protest may be filed with either, but not both:

1. the contracting officer designated in the solicitation for resolution of protests, or,
2. HQ, AMC at the address designated below.

(c) Election of Forum:

After an interested party protests an AMC procurement to HQ, AMC and while that protest is pending, the protestor agrees not to file a protest with the GAO, or other external forum. If the protestor has filed a protest with the GAO, or other external forum, HQ, AMC-Level protest procedures may not be used and any protest that has been filed will be dismissed.

(d) Protest Decision Authority:

The AMC Command Counsel is designated as the HQ, AMC Protest Decision Authority. In the absence of the Command Counsel, the Deputy Command Counsel is designated as the HQ, AMC Protest Decision Authority.

(e) Time for Filing a Protest:

HQ, AMC protest shall be filed in accordance with the timeframes set out in FAR 33.103(e). HQ, AMC Office Hours are 8:00 am--4:30 pm Eastern Time. Time for filing any document expires at 4:30 pm, Eastern Time on the last day on which such filing may be made.

(f) Form of Protest:

HQ, AMC protest shall include the protestor's name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a statement of all legal and factual grounds for protest, including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protestor.

(g) Processing of HQ, AMC-Level Protests

(1) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command  
Office of Command Counsel  
ATTN: AMCCC-PL



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5001 Eisenhower Ave.  
Alexandria, VA 22333-0001

If you have a web browser, you can use the following HTTP to view the complete AMC-level protest procedures:  
[www.amc.army.mil/amc/command\\_counsel/protest.html](http://www.amc.army.mil/amc/command_counsel/protest.html)

(2) Within 10 working days after the protest is filed, the Contracting Officer, with the assistance of legal counsel, shall file with the HQ, AMC Office of Command Counsel, ATTN: AMCCC-PL, an administrative report responsive to the protest. Reports shall be sent by facsimile, over-night mail or hand-delivered, to ensure timely receipt.

(3) The HQ, AMC Protest Decision Authority will issue a written decision within 20 working days after the filing of the protest.

(4) The written decision will be binding on the Army Materiel Command and its contracting activities.

(5) For good cause shown, the HQ, AMC Protest Decision Authority may grant extensions of time for filing the administrative report and for the issuance of the written decision. When such an extension is granted, the protestor and all interested parties shall be notified within 1 working day of the decision to grant the extension.

(h) Effect of Protest on Award and Performance:

(1) Protests before award: When a protest is filed with HQ, AMC prior to award, a contract may not be awarded unless authorized by the Assistant Deputy Chief of Staff (ADCS) for Acquisition, Contracting and Production Management, HQ, AMC, in accordance with FAR 33.103(f).

(2) Protests after award: When a protest is filed with HQ, AMC within 10 calendar days after award, or within five calendar days of debriefing for any debriefing that when requested was required by FAR 15.806, the contracting officer shall suspend performance. The HQ, AMC ADCS for Acquisition, Contracting and Production Management may authorize contract performance, notwithstanding the protest, upon a written finding that:

-- contract performance will be in the best interests of the United States; or

-- urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision from the HQ, AMC Protest Decision Authority.

(i) Remedies:

The HQ, AMC Protest Decision Authority may grant any one or combination of the following remedies:

- a. terminate the contract;
- b. re-compete the requirement;
- c. issue a new solicitation;
- d. refrain from exercising options under the contract;
- e. award a contract consistent with statute and regulation;
- f. pay appropriate costs as stated in FAR 33.102(b)(2); and
- g. such other remedies as HQ, AMC Protest Decision Authority determines necessary to correct a defect.

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L-14      252.204-7007      ELECTRONIC COMMERCE (EC) REQUIREMENTS      JUL/1999  
(TACOM)

020b06040202020204 020b06040202020204      (a) Electronic Commerce requirements are specified in the clause entitled "REQUIRED USE OF ELECTRONIC COMMERCE (EC)" in Section H of this solicitation.

(b) Additional information can be obtained by sending a message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil) or by calling (810) 574-7225.

(c) Additional help is also available to small businesses from Government funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is also at the following site: <http://www.ecrc.ctc.com> .

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(End of provision)

L-15                    52.215-4004                    COST OR PRICING DATA                    JUN/1999

(a) Every proposal must include cost or pricing data for (i) prime contracts expected to exceed \$500,000 and (ii) each prospective noncompetitive subcontract that:

(1) Has an estimated value of \$1 million or more, or

(2) Has an estimated value of more than \$500,000 and is more than 10% of the total contract price.

(b) In order to meet this requirement, you must include a certificate of current cost or pricing data, in the format specified in 15.406-2 (see paragraph (d) below).

(c) Data shall be submitted in the format indicated in Table 15-2 of FAR 15.408.

(1) Address both (i) the basic contractual quantities identified in Section B of this solicitation, and (ii) any applicable option quantity identified in Section H of this solicitation.

(2) For required subcontractor cost or pricing data:

(i) Clearly identify the sub-contracted scope of work and its relation to the total proposal, and

(ii) Include (or forward to the Procuring Contracting Officer (PCO) when first available) complete documentation of the subcontract proposal audit, analysis, evaluation, and negotiation.

(3) Concurrently furnish the complete package of information to the cognizant Defense Contract Management Area Operation (DCMC) and Defense Contract Audit Agency (DCAA) offices. You are responsible for submitting all required subcontractor cost or pricing data to each of these three Government offices (or for ensuring that subcontractors forward their data directly).

(d) Certificate of Current Cost or Pricing Data. As soon as practicable after contract price agreement, you will furnish a Certificate of Current Cost or Pricing Data for the prime contract and each subcontract identified above.

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L-16                    52.215-4850                    ELECTRONIC OFFERS REQUIRED IN RESPONSE TO THIS SOLICITATION                    APR/1999

1. You must submit your offer via paperless electronic media (See Paragraph 2 below.). Offers submitted in paper form are unacceptable and will be returned. You must submit your electronic offer, and any supplemental information (such as spreadsheets, backup data, and technical information), using any of the following electronic formats:

(i) Files readable using these Microsoft\* 97 Office Products: Word, Excel, Powerpoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.

(ii) Files in Adobe PDF (Portable Document Format).

(iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic offer and be accessible offline.

(iv) Other electronic formats. Before preparing your offer in any other electronic format, please e-mail the buyer identified in Block 10 of the solicitation cover sheet (Government Standard Form 33), with e-mail copy-furnished to amsta-idq@acom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calander days before the closing date. Failure to e-mail the buyer within this timeframe to seek an alternate format's acceptability may result in rejection of your offer. All alternate methods must be at no cost to the Government.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

2. Acceptable media: You must submit your offer via 100 megabyte Zip\*-disk, or 3 1/2 inch disk, or 650 megabyte CD ROM, or E-mail. Identify the software application, and version, that you used to create each file submitted.

(a) 100 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. Offerors shall label any and all submitted disks with the solicitation number and closing date, and the offeror's name and address and contact

**Name of Offeror or Contractor:**

phone number. Envelopes containing disks must be labeled per FAR 52.215-1(c), found within the provision, "Instructions to Offerors--Competitive Acquisition", listed in Section L. Your attention is also called to the entirety of that provision--all contained therein is applicable to paperless electronic offers. In the event of multiple submitted offers, place each offer/submission on its own disk(s)(one offer can comprise multiple disks). You must also submit only one offer/submission per envelope. Notwithstanding language in Block 9 of the SF 33 cover sheet of this solicitation that may state otherwise, submit ONLY ONE (1) of each disk (no additional copies required).

(b) E-MAIL. If you choose to use e-mail, address your offer to offers@tacom.army.mil. DO NOT E-MAIL OFFERS TO THE BUYER. THE SUBJECT LINE OF THE E-MAIL MUST READ: "OFFER--[solicitation number], [name of Company/offeror], CLOSES [closing date]". Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages for each offer/submission, however, you must annotate the subject lines as described above for each message, and number them in this manner: "Message 1 of 3, 2 of 3, 3 of 3".

Please select only one medium by which to transmit each offer. For instance, do not submit an offer via 100 megabyte Zip\*-disk AND e-mail.

3. Lateness rules for submitted disks or e-mail submissions are outlined in FAR 52.215-1, "Instructions to Offerors--Competitive Acquisition", listed in Section L of this solicitation. Pay particular attention to paragraph (c)(3)(i)(D) of that clause as it relates to the timing of e-mail submissions.

4. Security Note: If you choose to password-protect access to your offer, you must provide the password to TACOM before the closing date. Contact the buyer identified in Block 10 of the SF33 solicitation cover sheet to arrange a means of providing it. Passwords used only for the purpose of write protecting files need not be provided.

5. Electronic offers must include, as a minimum:

(a) The SF33 cover sheet filled out. SIGNATURE: For offers submitted via disk or CD ROM per 2(a) above, this SF 33 cover sheet must be signed and included electronically in your disk or CD. Authentication for e-mailed offers is verified by the offeror's return e-mail address.

(b) All applicable fill-in provisions from Sections A, B, F, and K of this solicitation. Also, Section E provision filled in (if applicable): Inspection Point: Origin, TACOM clause 52.246-4028. All applicable fill-ins must be completed and submitted by the offeror.

(c) A statement of agreement to all the terms, conditions, and provisions of this solicitation.

(d) Any other information required by the solicitation.

6. Please see FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers.

7. Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which DO reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable" per paragraph 6 above.

\*Registered trademark

[End of provision]

L-17	52.219-4003	HELP FOR SMALL, DISADVANTAGED AND WOMAN-OWNED FIRMS (TACOM)	JUN/1997
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(a) Procurement Technical Assistance Centers (PTACs).

The Federal Government has established over 100 PTACs around the nation to help small vendors do business with the Defense Department and other Government agencies. PTACs offer most of their services FREE OF CHARGE.

(b) PTACs provide their clients with...

- marketing advice
- information on sales opportunities and partnering prospects
- help with preparing offers
- matching your firm's services and products to Government requirements
- copies of Government specifications (sometimes for a fee)
- post-award guidance
- referrals to other business assistance resources
- newsletters, which typically discuss Government policy changes and upcoming seminars and trade fairs

(c) To find the PTAC nearest you, visit [www.fedmarket.com/tecassis.html](http://www.fedmarket.com/tecassis.html) on the World Wide Web.

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L-18                      52.219-4005                      SUBMISSION OF SUBCONTRACTING PLAN                      FEB/1999  
(TACOM)

(a) Please refer to FAR 52.219-9, SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN, which is incorporated by reference in Section I of this solicitation. The clause requires large businesses to submit a subcontracting plan for small and small disadvantaged business concerns. Such plans are not required from offerors that are small businesses.

(b) TACOM will require a copy of such subcontracting plan. Large businesses may submit a copy of their plans (i) as an attachment to their offer in response to this solicitation; or (ii) after the bid opening/proposal closing date, in response to the Government's telephonic request (in which case the copy must be provided within five workdays of the date of the request). The plan will be submitted to the buyer's e-mail address on the face page of the solicitation.

(c) As the offeror, you need to mark each page of your subcontracting plan with the solicitation number and date. If this is a negotiated acquisition, we reserve the right to negotiate any and all elements of the proposed plan during negotiation of cost, technical, and/or managerial features of the proposal. We also reserve the right in negotiated acquisitions to discuss the subcontracting plan after receipt of any best and final offer, in which case such discussion shall not constitute a re-opening of negotiations.

(d) Failure to submit and, if applicable, negotiate an acceptable subcontracting plan which, in the judgment of the Contracting Officer, provides the maximum practicable opportunity for small business and small disadvantaged business concerns to participate in the awarded contract shall render the offeror ineligible for award. In this connection, offerors should be aware of the statutory goal that has been placed on the Department of Defense to award five percent of its total planned subcontracting dollars to small disadvantaged businesses (to include Historically Black Colleges and Universities and Minority Institutions) at the prime contract and subcontract levels. In view of this Congressional mandate, large businesses shall provide specific explanation as a part of any written subcontracting plan furnished in response to this solicitation/contract that identifies a goal for subcontracting to small disadvantaged business concerns and/or Historically Black Colleges and Universities and/or Minority Institutions that, in the aggregate, amounts to less than five percent of the bid or proposal's total subcontracting dollars.

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L-19                      52.233-4000                      NOTICE REGARDING TACOM OMBUDSPERSON AND AMC-LEVEL PROTEST PROGRAM                      AUG/1999  
(TACOM)

(a) We have an Ombudsperson Office here at the U.S. Army Tank-automotive and Armaments Command (TACOM). Its purpose is to open another channel of communication with TACOM contractors.

(b) If you think that this solicitation:

1. has inappropriate requirements; or
2. needs streamlining; or
3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

(c) The buyer's name, phone number and address are on the cover page of this solicitation.

(d) If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsperson's Office. Our Ombudsperson is Ms. LaRuth Shepherd. Her address, e-mail and phone number are:

U.S. Army TACOM  
AMSTA-CM-PY (Ms. Shepherd)  
Warren, MI 48397-5000

shepherl@cc.tacom.army.mil

(810) 574-6597 or 6547

(e) If you contact Ms. Shepherd, please give her the following information

1. TACOM solicitation number;
2. Name of PCO;
3. Problem description;

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4. Summary of your discussions with the buyer/PCO.  
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Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990

M.1 EVALUATION FOR AWARD

As part of the award process, consideration is given to those standards set forth in FAR Part 9 for responsible prospective contractors, including, but not limited to: (1) adequate financial resources; (2) ability to comply with required or proposed delivery schedules; (3) satisfactory record of performance on previous contracts; and (4) satisfactory record of integrity.

A Government survey team may contact you to arrange a visit to your facility for the purpose of determining your ability to perform satisfactorily on a contract resulting from this solicitation. If a Government visit to your facility is arranged, current certified financial statements and other data pertinent to the offer should be available at that time.

The offeror must be prepared to furnish any information requested as to technical and financial capability to perform any contract resulting from this solicitation.

\*\*\* END OF NARRATIVE M001 \*\*\*

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MOD/AMD

## SECTION A - SUPPLEMENTAL INFORMATION

AUTO/DEL AS6047 TACOM 01-MAR-98 EXECUTIVE SUMMARY - COST-TYPE SOLICITATION

CHANGED AS6052 TACOM 01-MAR-98 EXECUTIVE SUMMARY - COST-TYPE SOLICITATION - ALTERNATE I

(a) Background and Description of Acquisition:

Acquisition Professional (AcqPro) is a Program Management software tool that provides the capability to automate and standardize the acquisition processes associated with any size project. TASC Incorporated is the developer of the software program named AcqPro, and is the owner of the source code for this software program. The U.S. Army Tank-Automotive and Armaments Command (TACOM) intends to award a Corporate Contract for AcqPro proprietary software continued development, maintenance, installation, training, and support, for use at TACOM and other Federal Agencies. This software is considered an Integrated Data Environment solution for the preparation of Acquisition related documents.

(b) NOTICE REGARDING FILL-INS:

Please note that this solicitation contains several clauses and provisions which require you to complete a fill-in or representation. If you don't complete these fill-ins, your offer may be determined ineligible for award. So please be careful to read and complete each such clause and provision.

NOTICE REGARDING CAGE CODE:

DFARS provision 252.204-7001 requires you to include your Commercial and Government Entity (CAGE) code in Block 15A on page one (1) of this solicitation, along with your name and address. If it will not fit in the space provided in block 15A please insert it here: \_\_\_\_\_.

(c) Other Key Features or Requirements of This Solicitation:(1) Required Copies in Response to This Solicitation:

To be considered for award, you must return one signed original of your offer, completed and properly executed, by the time and date shown in Block 9 of the Standard Form 33 (SF33).

(2) Notice Regarding Handcarried Offers:

Submit your handcarried proposal directly to the buying office at the following address:

U.S. Army Tank-automotive and Armaments Command  
AMSTA-CM-CLGB  
Attn: Allen Traciak  
Bldg: 231  
Warren, MI 48397-5000

(3) Notice of 9-Digit ZIP Code:

Please note that the TACOM Bid Opening Office has been assigned a special 9-digit ZIP code of 48397-0001. This 9-digit ZIP code applies only for correspondence and bids/offers addressed to Bid Opening (Block 8 of SF33). Correspondence addressed to any other office at TACOM should cite TACOM's regular 9-digit ZIP code of 48397-5000.

(4) Required Notification to Subcontractors:

If awarded the contract, you should advise all potential suppliers and subcontractors of the DO/DX Rating assigned to orders resulting from your subcontracts. The Rating can be found next to Block 1 on the first line of the SF33.

(5) Acknowledgment of Amendments:

Please acknowledge any amendments to this solicitation in the space provided in Block 14 of the SF33. Include the number and date of each amendment. Acknowledgment of all amendments received is important because failure to do so may make your offer ineligible for award.

(6) Question/Problem Resolution:

Questions regarding this solicitation should be directed to the buyer identified in Block 10 of the SF33.

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(d) Inconsistencies Between the Executive Summary and the Solicitation:

This executive summary has been prepared as an aid to you, the potential offeror. We have made every attempt to accurately reflect the requirements and information contained in the balance of this solicitation. However, if you find any inconsistency between this executive summary and the solicitation, please contact the buyer identified in Block 10 of the SF33.

(End)

AUTO/DEL	AS6849	52.204-4849	01-AUG-99	ACCEPTANCE APPENDIX--SOLICITATION/CONTRACT NUMBERS
AUTO	AS7311	52.204-4006 (TACOM)	01-APR-99	TACOM'S ACQUISITION CENTER HOME PAGE ON THE WORLD-WIDE WEB
AUTO	AS7854	52.215-4854	01-APR-99	PAPERLESS ELECTRONIC RESPONSES REQUIRED IN RESPONSE TO THIS SOLICITATION/REQUEST
AUTO	AS7101	252.204-7006 (TACOM)	01-JUL-99	EXECUTIVE SUMMARY--REQUIRED USE OF ELECTRONIC COMMERCE

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

AUTO	CS7200	52.239-4001 (TACOM)	01-MAY-99	YEAR 2000 (Y2K) COMPLIANCE
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## SECTION E - INSPECTION AND ACCEPTANCE

ADDED	EF0201	52.246-5	01-APR-84	INSPECTION OF SERVICES - COST-REIMBURSEMENT
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## SECTION F - DELIVERIES OR PERFORMANCE

ADDED	FF0010	52.247-34	01-NOV-91	F.O.B. DESTINATION
AUTO	FF7133	52.242-15	01-APR-84	STOP-WORK ORDER (AUG 1989) (ALTERNATE I (APR 1984))
ADDED	FS7515	52.227-4002 (TACOM)	01-APR-85	DATA (SOFTWARE)

## SECTION G - CONTRACT ADMINISTRATION DATA

ADDED/FIL	GS6651	52.242-4016 (TACOM)	01-AUG-99	COMMUNICATIONS
ADDED	GA7811	252.201-7000 (TACOM)	01-DEC-91	CONTRACTING OFFICER'S REPRESENTATIVE
ADDED	GS7411	52.232-4005 (TACOM)	01-JAN-88	INVOICE INFORMATION REQUIREMENT
ADDED	GS7505	52.242-4011 (TACOM)	01-FEB-98	WORK DIRECTIVES
AUTO	GS7001	52.204-7008 (TACOM)	01-JUN-99	MANDATORY USE OF GOVERNMENT TO GOVERNMENT ELECTRONIC COMMUNICATION

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

ADDED	HA0803	252.204-7000	01-DEC-91	DISCLOSURE OF INFORMATION
AUTO	HA0804	252.205-7000	01-DEC-91	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS



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AUTO	HA0873	252.231-7000	01-DEC-91	SUPPLEMENTAL COST PRINCIPLES
AUTO	HA0871	252.246-7000	01-DEC-91	MATERIAL INSPECTION AND RECEIVING REPORT
AUTO	HA0853	252.225-7001	01-MAR-98	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM
AUTO	HA0805	252.246-7001	01-DEC-91	WARRANTY OF DATA
ADDED	HA0802	252.203-7002	01-DEC-91	DISPLAY OF DOD HOTLINE POSTER
ADDED	HA0870	252.204-7002	01-DEC-91	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED
AUTO	HA0830	252.225-7002	01-DEC-91	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS
AUTO	HA0809	252.242-7004	01-SEP-96	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM
ADDED	HA0244	252.223-7006	01-APR-93	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS
AUTO	HA0818	252.225-7009	01-MAR-98	DUTY-FREE-ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)
AUTO	HA0816	252.225-7010	01-MAR-98	DUTY-FREE ENTRY--ADDITIONAL PROVISIONS
AUTO	HA7390	252.227-7036	01-JAN-97	DECLARATION OF TECHNICAL DATA CONFORMITY
AUTO	HA7392	252.227-7037	01-NOV-95	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA
ADDED	HS7130	52.216-4008 (TACOM)	01-JUN-89	STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS
AUTO/CHANGE	HS7301	52.246-4026 (TACOM)	01-SEP-98	LOCAL ADDRESSES FOR DD FORM 250

(a) The contractor must provide two copies of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using any one of the following three methods, which are listed in descending order of preference:

(1) Our first preference is for you to use electronic mail (e-mail), using the following two e-mail addresses:

(a) DD250@tacom.army.mil

and

(b) the buyer's e-mail address, as shown on the cover page of this contract, using the format:  
[buyer's e-mail name]@tacom.army.mil\_

(2) Our second preference is for you to use data facsimile (datafax) transmission, using these fax numbers:

(a) (810) 574-7788, and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet  
(b) fax a copy to the buyer, using the fax number provided to you by the buyer.

(3) Our third preference is for you to use the ordinary U.S. mail, using these mailing addresses:

US Army Tank-automotive and Armaments Command  
Acquisition Center - ATTN: AMSTA-AQ-\*\*\*  
Warren, MI 48397-5000

\*\*\*Note: for the first copy, use this office symbol: AMSTA-AQ-DS (DD 250) for the second copy, use the buyer's office symbol as shown on the contract cover page.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

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AUTO	HS7101	252.204-7005	01-JUL-99	REQUIRED USE OF ELECTRONIC COMMERCE (EC)
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(TACOM)

## SECTION I - CONTRACT CLAUSES

AUTO	IF0001	52.202-1	01-OCT-95	DEFINITIONS
AUTO	IF0076	52.222-1	01-FEB-97	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
AUTO	IF0062	52.226-1	01-MAY-99	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES
AUTO	IF0333	52.227-1	01-JUL-95	AUTHORIZATION AND CONSENT
AUTO	IF0136	52.233-1	01-DEC-98	DISPUTES
AUTO	IF0140	52.242-1	01-APR-84	NOTICE OF INTENT TO DISALLOW COSTS
AUTO	IF0651	52.253-1	01-JAN-91	COMPUTER GENERATED FORMS
AUTO	IF0022	52.215-2	01-AUG-96	AUDIT AND RECORDS - NEGOTIATIONS
AUTO	IF0093	52.223-2	01-APR-84	CLEAN AIR AND WATER
AUTO	IF0334	52.227-2	01-AUG-96	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
ADDED	IF0113	52.230-2	01-APR-98	COST ACCOUNTING STANDARDS
AUTO	IF0153	52.243-2	01-AUG-87	CHANGES--COST-REIMBURSEMENT
AUTO	IF0163	52.244-2	01-AUG-98	SUBCONTRACTS (ALT I--AUG 1998)
AUTO	IF0004	52.203-3	01-APR-84	GRATUITIES
AUTO	IF0350	52.233-3	01-JUN-95	PROTEST AFTER AWARD -- ALTERNATE I (AUG 1996)
AUTO	IF0732	52.242-3	01-OCT-95	PENALTIES FOR UNALLOWABLE COSTS
AUTO	IF0772	52.204-4	01-JUN-96	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER
ADDED	IF0733	52.242-4	01-JAN-97	CERTIFICATION OF INDIRECT COSTS
AUTO	IF0005	52.203-5	01-APR-84	COVENANT AGAINST CONTINGENT FEES
ADDED	IF0519	52.223-5	01-APR-98	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION
AUTO	IF0166	52.244-5	01-DEC-96	COMPETITION IN SUBCONTRACTING
AUTO	IF0174	52.245-5	01-JAN-86	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (91-DEV-44) (Army Procurement Alert Bulletin #97-009)
AUTO	IF0165	52.203-6	01-JUL-95	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
AUTO	IF0964	52.209-6	01-JUL-95	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
AUTO	IF0295	52.223-6	01-JAN-97	DRUG FREE WORKPLACE
ADDED	IF0114	52.230-6	01-APR-96	ADMINISTRATION OF COST ACCOUNTING STANDARDS
AUTO	IF0246	52.249-6	01-SEP-96	TERMINATION (COST-REIMBURSEMENT)
AUTO	IF0008	52.203-7	01-JUL-95	ANTI-KICKBACK PROCEDURES

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AUTO	IF0035	52.216-7	01-APR-98	ALLOWABLE COST AND PAYMENT
AUTO	IF0106	52.228-7	01-MAR-96	INSURANCE--LIABILITY TO THIRD PERSONS
AUTO	IF0161	52.243-7	01-APR-84	NOTIFICATION OF CHANGES
AUTO	IF0314	52.203-8	01-JAN-97	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
AUTO	IF0276	52.215-8	01-OCT-97	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
ADDED	IF0036	52.216-8	01-MAR-97	FIXED FEE
AUTO	IF0069	52.219-8	01-JAN-99	UTILIZATION OF SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS CONCERNS
AUTO	IF0070	52.219-9	01-JAN-99	SMALL BUSINESS SUBCONTRACTING PLAN
ADDED	IF0124	52.232-9	01-APR-84	LIMITATION ON WITHHOLDING OF PAYMENTS
AUTO	IF0723	52.203-10	01-JAN-97	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
AUTO	IF0027	52.215-10	01-OCT-97	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
AUTO	IF0098	52.225-11	01-AUG-98	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
AUTO	IF0023	52.203-12	01-JUN-97	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
AUTO	IF0029	52.215-12	01-OCT-97	SUBCONTRACTOR COST OR PRICING DATA
ADDED	IF0372	52.227-12	01-JAN-97	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (LONG FORM)
AUTO	IF0142	52.242-13	01-JUL-95	BANKRUPTCY
AUTO/DEL	IF0831	52.215-14	01-OCT-97	INTEGRITY OF UNIT PRICES
ADDED	IF0832	52.215-14	01-OCT-97	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))
AUTO	IF0257	52.249-14	01-APR-84	EXCUSABLE DELAYS
ADDED	IF0031	52.215-15	01-DEC-98	PENSION ADJUSTMENTS AND ASSET REVERSIONS
AUTO	IF0777	52.219-16	01-JAN-99	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN
AUTO	IF0128	52.232-17	01-JUN-96	INTEREST
ADDED	IF0086	52.215-18	01-OCT-97	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
ADDED	IF0451	52.215-19	01-OCT-97	NOTIFICATION OF OWNERSHIP CHANGES
AUTO	IF0081	52.222-20	01-DEC-96	WALSH-HEALEY PUBLIC CONTRACTS ACT
AUTO	IF0129	52.232-20	01-APR-84	LIMITATION OF COST
AUTO	IF0133	52.232-23	01-JAN-86	ASSIGNMENT OF CLAIMS
AUTO	IF0226	52.246-23	01-FEB-97	LIMITATION OF LIABILITY
AUTO	IF0362	52.232-25	01-JUN-97	PROMPT PAYMENT
ADDED	IF0228	52.246-25	01-FEB-97	LIMITATION OF LIABILITY--SERVICES
AUTO	IF0082	52.222-26	01-FEB-99	EQUAL OPPORTUNITY

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AUTO	IF0083	52.222-28	01-APR-84 EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS
AUTO	IF0703	52.232-33	01-MAY-99 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION
AUTO	IF0085	52.222-35	01-APR-98 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
AUTO	IF0087	52.222-36	01-JUN-98 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
AUTO	IF0088	52.222-37	01-JAN-99 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
AUTO	IA0893	252.209-7000	01-NOV-95 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY
AUTO	IA0897	252.215-7000	01-DEC-91 PRICING ADJUSTMENTS
ADDED	IA0860	252.242-7000	01-DEC-91 POSTAWARD CONFERENCE
AUTO	IA0408	252.244-7000	01-FEB-97 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)
AUTO	IA0280	252.203-7001	01-MAR-99 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES
ADDED	IA0888	252.215-7002	01-OCT-98 COST ESTIMATING SYSTEM REQUIREMENTS
AUTO	IA0821	252.204-7003	01-APR-92 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT
AUTO	IA0872	252.219-7003	01-APR-96 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)
AUTO	IA0222	252.209-7004	01-MAR-98 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98
AUTO	IA0015	252.211-7005	01-MAR-99 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS
AUTO	IA0666	252.232-7006	01-AUG-92 REDUCTION OR SUSPENSION OF CONTRACT PAYMENTS UPON FINDING OF FRAUD
AUTO	IA0828	252.225-7012	01-MAY-99 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES
ADDED	IA0350	252.227-7013	01-NOV-95 RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS
ADDED	IA0827	252.225-7014	01-FEB-97 PREFERENCE FOR DOMESTIC SPECIALTY METALS
AUTO/DEL	IA0885	252.225-7014	01-MAR-98 PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)
ADDED	IA0619	252.227-7014	01-JUN-95 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION
AUTO	IA0829	252.225-7016	01-AUG-98 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS
ADDED	IA0624	252.227-7016	01-JUN-95 RIGHTS IN BID OR PROPOSAL INFORMATION
AUTO	IA0017	252.225-7017	01-FEB-99 PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA
ADDED	IA0625	252.227-7017	01-JUN-95 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS
ADDED	IA0632	252.227-7019	01-JUN-95 VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE
AUTO	IA0852	252.225-7025	01-JUN-97 RESTRICTION ON ACQUISITION OF FORGINGS

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ADDED	IA0634	252.227-7025	01-JUN-95	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS
AUTO	IA0812	252.225-7026	01-MAR-98	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES
ADDED	IA0373	252.227-7026	01-APR-88	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE
AUTO	IA0379	252.227-7030	01-OCT-88	TECHNICAL DATA--WITHHOLDING OF PAYMENT
AUTO	IA0654	252.225-7031	01-JUN-92	SECONDARY ARAB BOYCOTT OF ISRAEL
AUTO/CHANGE	IF6077	52.222-2	01-JUL-90	PAYMENT FOR OVERTIME PREMIUMS

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed ZERO or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdown of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

CHANGED	IF6063	52.217-9	01-MAR-89	OPTION TO EXTEND THE TERM OF THE CONTRACT
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(a) The Government may extend the term of this contract by written notice to the Contractor within 10 days of the expiration of the contract; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

(End of clause)

AUTO/CHANGE	IF6096	52.225-10	01-APR-84	DUTY-FREE ENTRY
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(a) Except as otherwise approved by the Contracting Officer, no amount is or will be included in the contract price for any duties on supplies specifically identified in the Schedule to be accorded duty-free entry.

(b) Except for supplies listed in the Schedule to be accorded duty-free entry, and except as provided under any other clause of this contract or in paragraph (c) below, the following procedures apply:

(1) The Contractor shall notify the Contracting Officer in writing of any purchase of foreign supplies (including, without limitation, raw materials, components, and intermediate assemblies) in excess of ZERO that are to be imported into the customs territory of the United States for delivery to the Government or for incorporation into end items to be delivered under this contract. The notice shall be furnished to the Contracting Officer at least 20 days before the importation and shall identify (i) the foreign supplies, (ii) the estimated amount of duty, and (iii) the country of origin.

(2) If the Contracting Officer determines that these supplies should be entered duty-free, the Contracting Officer shall notify the Contractor within ten days.

(3) Except as otherwise approved by the Contracting Officer, the contract price shall be reduced by (or the allowable

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cost shall not include) the amount of duty that would be payable if the supplies were not entered duty-free.

(c) Paragraph (b) above shall not apply to purchases of foreign supplies if (1) they are identical in nature with items purchased by the Contractor or any subcontractor in connection with its commercial business and (2) segregation of these supplies to ensure use only on Government contracts containing duty-free entry provisions is not economical or feasible.

(d) The Contractor warrants that all supplies for which duty-free entry is to be claimed are intended to be delivered to the Government or incorporated into the end items to be delivered under this contract, and that duty shall be paid to the extent that these supplies, or any portion of them, are diverted to non-Governmental use, other than as scrap or salvage or as a result of a competitive sale authorized by the Contracting Officer.

(e) The Government agrees to execute any required duty-free entry certificates for items specified in this contract or approved by the Contracting Officer and to assist the Contractor in obtaining duty-free entry of the supplies.

(f) All shipping documents covering the supplies to be entered duty-free shall consign the shipments to the contracting agency in care of the Contractor and shall include the delivery address of the Contractor (or contracting agency, if appropriate). The documents shall bear the following information:

(1) Government prime contract number.

(2) Identification of carrier.

(3) The notation UNITED STATES GOVERNMENT, US ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND, Duty-free entry to be claimed pursuant to Item No(s)(from Tariff Schedules), Tariff Schedules of the United States (19 U.S.C. 1202). Upon arrival of shipment at port of entry, District Director of Customs, please release shipment under 19 CFR 142 and notify (cognizant contract administration office) for execution of Customs Forms 7501 and 7501-A and any required duty-free entry certificates.

(4) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight).

(5) Estimated value in United States dollars.

(g) The Contractor agrees to instruct the foreign supplier to consign the shipment as specified in (f) above, to mark all packages with the words UNITED STATES GOVERNMENT, and the title of the contracting agency, and to accompany the shipment with at least two copies of the bill of lading (or other shipping document) for use by the District Director of Customs at the port of entry.

(h) The Contractor agrees to notify in writing the cognizant contract administration office immediately upon notification from the Contracting Officer that duty-free entry will be accorded (or, if the duty-free supplies were listed in the contract Schedule, upon award by the Contractor to the overseas supplier). The notice shall identify (1) the foreign supplies, (2) the country of origin, (3) the contract number, and (4) the scheduled delivery date(s).

(i) The Contractor agrees to insert the substance of this clause in any subcontract under which--

(1) There will be imported into the customs territory of the United States supplies identified in the Schedule as supplies to be accorded duty-free entry; or

(2) Other foreign supplies in excess of -2- may be imported into the customs territory of the United States.

(End of clause)

AUTO/CHANGE IF6215 52.215-21 01-OCT-97 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS ```(ALTERNATE III (OCT 1997))

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If--

(1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or

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subcontract for the acquisition of a commercial item, and

(2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price or recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: 3.5 inch diskette or CD-ROM.

(End of clause)

AUTO/CHANGE	IA6836	252.219-7005	01-NOV-95	INCENTIVE FOR SUBCONTRACTING WITH SMALL BUSINESSES, SMALL DISADVANTAGED BUSINESSES, HISTORICALLY BLACK COLLEGES AND UNIVERSITIES, AND MINORITY INSTITUTIONS
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DELETED BY DFARS CHANGE NOTICE 19981120

(a) If the Contractor exceeds the small disadvantaged business, historically black college and university, minority institution goal of its subcontracting plan, at completion of contract performance, the Contractor will receive -1- percent of the excess.

(b) The Contractor will not receive this incentive if the Contracting Officer determines that exceeding the goal was not due to the Contractor's efforts (e.g., a subcontractor cost overrun or award of subcontracts planned but not disclosed in the subcontracting plan). Determinations made under this paragraph are not subject to the DISPUTES clause.

(c) If this is a cost contract, the limitations in FAR Subpart 15.9 may not be exceeded.

(d) This clause does not apply if the subcontracting plan is a plant, division, or company-wide commercial items plan.

(End of clause)

AUTO	IF7238	52.244-6	01-OCT-98	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS
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AUTO	IF7262	52.252-6	01-APR-84	AUTHORIZED DEVIATIONS IN CLAUSES
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AUTO	IF7405	52.223-11	01-JUN-96	OZONE-DEPLETING SUBSTANCES
AUTO	IA7622	252.204-7004	01-MAR-98	REQUIRED CENTRAL CONTRACTOR REGISTRATION
AUTO	IA7809	252.225-7015	01-DEC-91	PREFERENCE FOR DOMESTIC HAND OR MEASURING TOOLS
AUTO	IA7807	252.247-7023	01-NOV-95	TRANSPORTATION OF SUPPLIES BY SEA
AUTO	IS7301	52.246-4026 (TACOM)	01-JAN-99	LOCAL ADDRESS FOR DD FORM 250
AUTO	IS7002	52.204-7009 (TACOM)	01-JUN-99	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

AUTO	KA0221	252.209-7001	01-MAR-98	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98
AUTO	KA0298	252.227-7028	01-JUN-95	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT

AUTO/CHANGE KF6230 52.219-1 01-MAY-99 SMALL BUSINESS PROGRAM REPRESENTATIONS--ALTERNATE I (MAY 1999)  
(a)

(1) The standard industrial classification (SIC) code for this acquisition is 7373 .

(2) The small business size standard is \$18,000,000 average annual receipts.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ( ) is,  
( ) is not

a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it ( ) is,  
( ) is not,  
a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ( ) is,  
( ) is not  
a women-owned small business concern.

(4) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision]. [The offeror shall check the category in which its ownership falls]:

( ) Black American.

( ) Hispanic American.

( ) Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

( ) Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

( ) Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).



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( ) Individual/concern, other than one of the preceding.

(c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

AUTO	KF7018	52.223-1	01-APR-84	CLEAN AIR AND WATER CERTIFICATION
ADDED	KF7025	52.230-1	01-APR-98	COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION
AUTO/DEL	KF7070	52.204-3	01-OCT-98	TAXPAYER IDENTIFICATION
AUTO/DEL	KF7007	52.215-4	01-OCT-97	TYPE OF BUSINESS ORGANIZATION
AUTO	KF7730	52.204-5	01-OCT-95	WOMEN-OWNED BUSINESS
AUTO	KF7400	52.209-5	01-MAR-96	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
AUTO	KF7733	52.204-6	01-APR-98	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
AUTO	KF7009	52.215-6	01-OCT-97	PLACE OF PERFORMANCE
ADDED	KF7303	52.227-6	01-APR-84	ROYALTY INFORMATION
AUTO	KF7223	52.203-11	01-APR-91	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
AUTO	KF7015	52.222-21	01-FEB-99	PROHIBITION OF SEGREGATED FACILITIES
AUTO	KF7016	52.222-22	01-FEB-99	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS

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AUTO	KF7017	52.222-25	01-APR-84	AFFIRMATIVE ACTION COMPLIANCE
AUTO	KF7008	52.215-4010 (TACOM)	01-JAN-98	AUTHORIZED NEGOTIATORS
AUTO	KA7850	252.225-7000	01-DEC-91	BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE
AUTO	KA7800	252.225-7003	01-MAR-98	INFORMATION FOR DUTY-FREE ENTRY EVALUATION
AUTO	KA7806	252.247-7022	01-AUG-92	REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA
AUTO	KS7372	TACOM	01-APR-85	INVENTION IDENTIFICATION AND DISCLOSURE PROCEDURES
AUTO/DEL	KS7151	52.223-4002 (TACOM)	01-DEC-93	USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)
AUTO	KS7413	52.204-7005 (TACOM)	01-NOV-96	OFFEROR'S DATAFAX NUMBER AND E-MAIL ADDRESS

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

AUTO	LF0373	52.215-16	01-OCT-97	FACILITIES CAPITAL COST OF MONEY
AUTO	LF0040	52.222-24	01-APR-84	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW
AUTO	LF0009	52.214-34	01-APR-91	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
AUTO	LF0114	52.214-35	01-APR-91	SUBMISSION OF OFFERS IN U.S. CURRENCY
ADDED	LF0102	52.222-46	01-FEB-93	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES
AUTO	LA0842	252.204-7001	01-DEC-91	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING
AUTO/CHANGE	LF6001	52.216-1	01-APR-84	TYPE OF CONTRACT

The Government contemplates award of a cost-plus-fixed-fee, level-of-effort contract resulting from this solicitation.  
(End of provision)

CHANGED	LF6203	52.215-20	01-OCT-97	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA ````(ALTERNATE II (OCT 1997) AND ALTERNATE III (OCT 1997)
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(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting officer.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

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(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) When the proposal is submitted, also submit one copy each to: (1) the Administrative Contracting Officer, and (2) the Contract Auditor.

(d) Submit the cost portion of the proposal via the following electronic media: Data to be submitted in electronic spreadsheet format on 3.5" diskette or CD-ROM. File format must be Microsoft Excel 97 or 95 or a file format acceptable to the Contracting Officer. Submitted spreadsheet files shall contain all formulas, computations, or equations used to compute the proposed amounts.

(End of Provision)

AUTO/CHANGE LF6204	52.215-20	01-OCT-97	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (ALTERNATE III, OCT 1997)
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(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting officer.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered

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in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: Data to be submitted in electronic spreadsheet format on 3.5" diskette or CD-ROM. File format must be Microsoft Excel 97 or 95 or a file format acceptable to the Contracting Officer. Submitted spreadsheet files shall contain all formulas, computations, or equations used to compute the proposed amounts.

(End of Provision)

AUTO	LF7104	52.211-2	01-AUG-98	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L
AUTO	LF7300	52.233-2	01-AUG-96	SERVICE OF PROTEST
ADDED	LF7130	52.237-10	01-OCT-97	IDENTIFICATION OF UNCOMPENSATED OVERTIME
AUTO	LM7015	52.233-4001 (TACOM)	01-MAY-98	HQ-AMC LEVEL PROTEST PROCEDURES
AUTO	LS7040	52.233-4000 (TACOM)	01-AUG-99	NOTICE REGARDING TACOM OMBUDSPERSON AND AMC-LEVEL PROTEST PROGRAM
AUTO/DEL	LS7001	52.215-4003 (TACOM)	01-JUL-99	HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES (NON-US POSTAL SERVICE MAIL)
AUTO	LS7011	52.219-4003 (TACOM)	01-JUN-97	HELP FOR SMALL, DISADVANTAGED AND WOMAN-OWNED FIRMS
CHANGED	LS7325	52.215-4004	01-JUN-99	COST OR PRICING DATA

(a) Every proposal must include cost or pricing data for (i) prime contracts expected to exceed \$500,000 and (ii) each prospective noncompetitive subcontract that:

(1) Has an estimated value of \$1 million or more, or

(2) Has an estimated value of more than \$500,000 and is more than 10% of the total contract price.

(b) In order to meet this requirement, you must include a certificate of current cost or pricing data, in the format specified in 15.406-2 (see paragraph (d) below).

(c) Data shall be submitted in the format indicated in Table 15-2 of FAR 15.408.

(1) Address both (i) the basic contractual quantities identified in Section B of this solicitation, and (ii) any applicable option quantity identified in Section H of this solicitation.

(2) For required subcontractor cost or pricing data:

(i) Clearly identify the sub-contracted scope of work and its relation to the total proposal, and

(ii) Include (or forward to the Procuring Contracting Officer (PCO) when first available) complete documentation of the subcontract proposal audit, analysis, evaluation, and negotiation.

(3) Concurrently furnish the complete package of information to the cognizant Defense Contract Management Area Operation (DCMC) and Defense Contract Audit Agency (DCAA) offices. You are responsible for submitting all required subcontractor

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cost or pricing data to each of these three Government offices (or for ensuring that subcontractors forward their data directly).

(d) Certificate of Current Cost or Pricing Data. As soon as practicable after contract price agreement, you will furnish a Certificate of Current Cost or Pricing Data for the prime contract and each subcontract identified above.

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ADDED	LS7385	52.219-4005	01-FEB-99	SUBMISSION OF SUBCONTRACTING PLAN (TACOM)
AUTO	LS7850	52.215-4850	01-APR-99	ELECTRONIC OFFERS REQUIRED IN RESPONSE TO THIS SOLICITATION
AUTO	LS7101	252.204-7007	01-JUL-99	ELECTRONIC COMMERCE (EC) REQUIREMENTS (TACOM)

SECTION M - EVALUATION FACTORS FOR AWARD

ADDED	MF0004	52.217-5	01-JUL-90	EVALUATION OF OPTIONS
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